



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, March 14, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations

Appointment – Conservation Commission – Don Parker, term to expire 2/24/2017

IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA

V. OMNIBUS AGENDA

- A. **Ordinance 2016-11** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 3 Liquor Brookfield Shell
- B. **Ordinance 2016-12** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses (VFW)
- C. **Ordinance 2016-13** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses (VFW)
- D. **Ordinance 2016-14** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses (Czech American Congress)
- E. **Ordinance 2016-15** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses (Czech American Congress)

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

- F. **Ordinance 2016-16** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses (United Moravian Society)
- G. **Ordinance 2016-17** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses (United Moravian Society)
- H. **Approval of Minutes:** Village Board Meeting Monday, February 22, 2016; Committee of the Whole Meeting, Monday, February 22, 2016

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser	Finance, Conservation Approval of Warrant(s)
Trustee Gilhooley	Recreation, Library
Trustee Ryan	Beautification, Chamber of Commerce
Trustee Evans	Administration, DPW, Public Safety
Trustee Garvey	Planning and Zoning Commission, WCMC Solid Waste
Trustee LeClere	Special Events
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

VIII. Managers Report

- IX. **Executive Session** - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

X. Adjournment

ORDINANCE NO. 2016 - 11

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER
OF CLASS 3 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 14th day of March 2016.

ORDINANCE NO. 2016-11

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER
OF CLASS 3 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-84, as amended by Ordinance 2015-68 of the Village of Brookfield Code of Ordinances, provides that the number of Class 3 liquor licenses shall not exceed seven (7);

WHEREAS, the available Class 3 liquor licenses have been issued to other applicants;

WHEREAS, an application by Abraham Vayalil, doing business as Brookfield Shell, Inc., 8856 Ogden Avenue, Brookfield, Illinois, is currently pending for the issuance of a Class 3 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to increase the maximum number of Class 3 liquor licenses to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class 3 Liquor License.

Section 06-84 entitled "Limitation on the number of licenses" of the Village of Brookfield Code of Ordinances, as amended, shall be and is hereby further amended to read as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed one (1).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).

(19) The total number of Class S2 licenses shall not exceed zero (0).

(20) The total number of Class S3 licenses shall not exceed zero (0).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 14th day of March 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 14th day of March 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 12

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 14th day of March 2016

ORDINANCE NO. 2016 - 12

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, due to the temporary nature of Class 8 liquor licenses and by operation of Section 06-85 entitled "Reduction in the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, which provides in relevant part that:

Whenever a license previously issued under this Chapter is revoked, surrendered or terminated by dormancy as provided in this Chapter, the maximum number of licenses in the class of the license which is revoked, surrendered or terminated by dormancy as set forth in Section 06-84 above shall be automatically and immediately reduced by one,

the number of Class 8 liquor licenses for which Section 06-84 of the Village of Brookfield Code of Ordinances, as amended, provides is zero (0);

WHEREAS, there is an application submitted by the VFW Post 2868, 8844 West Ogden Avenue, Brookfield, Illinois, for its annual picnic to be held on Saturday, September 10, 2016, from 12:00 p.m. until dusk at Kiwanis Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create an additional Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Creation of a Class 8 Liquor License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).

- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed one (1).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed zero (0).

[The remainder of this page is left blank intentionally.]

Section 3. Effective Date.

This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 14th day of March 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 14th day of March 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 -13

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 14th day of March 2016

ORDINANCE NO. 2016 -13

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S3 liquor license, which is a license subsidiary to a Class 8 liquor license only, for the retail sale of alcoholic liquor on public property including, without limitation, a park, playground, public right-of-way or building belonging to or under the control of the Village of Brookfield;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-08, of the Village of Brookfield Code of Ordinances provides that the number of Class S3 liquor licenses shall not exceed zero (0);

WHEREAS, there is an application submitted by the VFW Post 2868, 8844 West Ogden Avenue, Brookfield, Illinois, for its annual picnic to be held on Saturday, September 10, 2016, from 12:00 p.m. until dusk at Kiwanis Park, Brookfield, Illinois, currently pending for the issuance of a Class S3 liquor license;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class S3 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S3 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed one (1).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)

(18) The total number of Class S1 licenses shall not exceed zero (0).

(19) The total number of Class S2 licenses shall not exceed zero (0).

(20) The total number of Class S3 licenses shall not exceed one (1).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 14th day of March 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 14th day of March 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 14

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 14th day of March 2016

ORDINANCE NO. 2016 - 14

AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF CLASS 8 LIQUOR LICENSES

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-12 of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed one (1);

WHEREAS, the available Class 8 liquor licenses have been issued to other applicants;

WHEREAS, there is an application submitted by the Czechoslovak American Congress for its annual picnic to be held on Sunday, July 31, 2016, from 8:00 a.m. to 7:30 p.m. at Ehlert Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Creation of an Additional Class 8 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed two (2).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).

(15) The total number of Class 11 licenses shall not exceed one (1).

(16) The total number of Class 12 licenses shall not exceed two (2).

(17) The total number of Class S licenses shall not exceed eight (8)

(18) The total number of Class S1 licenses shall not exceed zero (0).

(19) The total number of Class S2 licenses shall not exceed zero (0).

(20) The total number of Class S3 licenses shall not exceed one (1).

Section 3. Effective Date.

This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 14th day of March 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 14th day of March 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 15

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 14th day of March 2016

ORDINANCE NO. 2016 - 15

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S3 liquor license, which is a license subsidiary to a Class 8 liquor license only, for the retail sale of alcoholic liquor on public property including, without limitation, a park, playground, public right-of-way or building belonging to or under the control of the Village of Brookfield;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-13, of the Village of Brookfield Code of Ordinances provides that the number of Class S3 liquor licenses shall not exceed one (1);

WHEREAS, there is an application submitted by the Czechoslovak American Congress for its annual picnic to be held on Sunday, July 31, 2016, from 8:00 a.m. to 7:30 p.m. at Ehlert Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create an additional Class S3 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S3 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed two (2).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).

- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed two (2).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 14th day of March 2016

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 14th day of March 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 16

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 14th day of March 2016

ORDINANCE NO. 2016 - 16

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-14 of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed two (2);

WHEREAS, the available Class 8 liquor licenses have been issued to other applicants;

WHEREAS, there is an application submitted by the United Moravian Society for its annual picnic to be held on Sunday, August 21, 2016, from 11:00 a.m. to 6:00 p.m. at Kiwanis Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create an additional Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Creation of an Additional Class 8 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed three (3)
- (13) The total number of Class 9 licenses shall not exceed zero (0).

- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed two (2).

Section 3. Effective Date.

This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 14th day of March 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 14th day of March 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 17

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 14th day of March 2016

ORDINANCE NO. 2016 - 17

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S3 liquor license, which is a license subsidiary to a Class 8 liquor license only, for the retail sale of alcoholic liquor on public property including, without limitation, a park, playground, public right-of-way or building belonging to or under the control of the Village of Brookfield;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-15, of the Village of Brookfield Code of Ordinances provides that the number of Class S3 liquor licenses shall not exceed two (2);

WHEREAS, there is an application submitted by the United Moravian Society for its annual picnic to be held on Sunday, August 21, 2016, from 11:00 a.m. to 6:00 p.m. at Kiwanis Park, Brookfield, Illinois, currently pending for the issuance of a Class S3 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create an additional Class S3 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S3 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, shall be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed three (3).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).

- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed three (3).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 14th day of March 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 14th day of March 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, FEBRUARY 22, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: Trustee Ryan Evans

ALSO PRESENT: Village Manager Keith Sbiral, Deputy Clerk Theresa Coady, Finance Director Doug Cooper, Human Resources Director Michelle Robbins, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Village Fire Department Chief Patrick Lenzi, Village Engineer Derek Treichel and Village Attorney Richard Ramello

On Monday February 22, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:33 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Conservation Commission – Don Parker, term to expire 2/24/2017

Postponed – new Commissioner unable to attend to be sworn in.

PUBLIC COMMENT

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday, February 8, 2016; Committee of the Whole Meeting, Monday, February 8, 2016

Motion by Trustee LeClere, seconded by Trustee Ryan, to approve the Omnibus Agenda of the regular Village Board meeting of February 22, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

☉ **Approval of Warrant dated February 22, 2016 - \$566,632.95**

Motion by Trustee Oberhauser, seconded by Trustee Gilhooley, to approve the Warrant dated February 22, 2016 in the amount of \$566,632.95. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

● **Conservation Commission**

Meeting scheduled for February 23, 2016 cancelled. No new meeting date set at this time.

● **Library & Parks & Recreation – Trustee Gilhooley**

No report

● **Beautification, Chamber of Commerce – Trustee Ryan**

Meeting held February 9, 2016.

Project NICE planning being coordinated by Commissioner Lehto

Coordination with the Conservation Commission and the RTA PTO for Salt Creek Cleanup day – as part of their day of service in conjunction with Project NICE.

Presentation by two Girl Scouts striving for their Silver Award regarding planters. Their plan currently being reviewed by Village staff.

Beautification Commission vacancies. Statement of interest and resumes should be submitted to president Ketchmark

Senior Valentine's Day Social

Chamber After Hours scheduled for Thursday, February 25, 2016 at the CSS Academy on Grand Boulevard; Chamber

Lunch scheduled for March 10, 2016 at Mary's Morning Mix Up

Next meeting scheduled for March 8, 2016 at 6:00 P.M.

● **Administration, DPW, Public Safety – Trustee Evans**

No Report

● **Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey**

Planning and Zoning Commission meeting scheduled for Thursday, February 25, 2016 at 7:00 P.M.

No WCMC Solid Waste meeting since last Village Board meeting.

● **Special Events – Trustee LeClere**

Meeting held February 16, 2016 regarding planning of events for 2016 including the Holiday Celebration.

● **Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark**

State will not cut Brookfield's share of Local Government Distributive Funds from the 2017 Budget.

The WCMC continues to lobby for a rate of 10% percent. Current rate is 8%.

Paisan's Restaurant restoration

Zoning Modernization Committee scheduled to meet February 23, 2016 at 4:00 P.M.

Realtor Breakfast scheduled for the morning of February 23, 2016

Prairie Avenue Pump Station update scheduled for discussion at the Committee of the Whole meeting scheduled for March 28, 2016.

NEW BUSINESS

Ordinance 2016-10 – An Ordinance Amending Chapter 2 entitled “Administration” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, rescheduling the regularly scheduled meetings of the Planning and Zoning Commission of the Village of Brookfield

Motion by Trustee Garvey, seconded by Trustee Ryan, to approve Ordinance 2016-10 – An Ordinance Amending Chapter 2 entitled “Administration” of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois, rescheduling the regularly scheduled meetings of the Planning and Zoning Commission of the Village of Brookfield. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

MANAGER'S REPORT

Realtor Breakfast intent is to bring together all local school districts and local realtors to discuss the benefits and assets of the Village of Brookfield as a community as well as what our school districts have to offer. Another objective is to discuss our processes regarding purchase of property. Staff has prepared the new Community Welcome Booklet to present to attendees of this meeting. Town Hall Meeting held February 10, 2016

Summer help and internships for Public Works and Recreation Departments.

Information regarding the Bike Rodeo for 2016 and the first annual "Bike Brookfield" event.

TEMPORARY RECESS – TO COMMITTEE OF THE WHOLE MEETING

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to recess the Regular Village Board meeting of February 22, 2016 at 6:48 P.M. in order to conduct a Committee of the Whole meeting. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Oberhauser, seconded by Trustee LeClere, to reconvene the Regular Village Board meeting of February 22, 2016 at 7:36 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

EXECUTIVE SESSION

EXECUTIVE SESSION - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

Motion by Trustee Ryan,, seconded by Trustee Gilhooley to adjourn the Regular Village Board of Trustees meeting of February 22, 2016 at 7:36 p.m. in order to conduct an Executive Session - Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees.

Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

RECONVENE REGULAR BOARD MEETING

Motion by Trustee Oberhauser, seconded by Trustee LeClere, to reconvene the Regular Village Board meeting of February 22, 2016 at 8:11 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

ADJOURN

Motion by Trustee Garvey, seconded by Trustee Oberhauser,, to adjourn the Regular Village Board of Trustees meeting of February 22, 2016 at 8:11 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

**Brigid Weber
Village Clerk
Village of Brookfield**

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY FEBRUARY 22, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING**

MEMBERS PRESENT: President Kit Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: Trustee Ryan Evans

ALSO PRESENT: Village Manager Keith Sbiral, Deputy Clerk Theresa Coady, Finance Director Doug Cooper, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Village Fire Department Chief Patrick Lenzi, Village Attorney Richard Ramello and Village Engineer Derek Treichel.

On Monday, February 22, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:48 P.M.

Discussion Items:

Class 3 Liquor License Request – Brookfield Shell, Inc.

The applicant has leased the gas station at 8856 Ogden and has requested a Class 3 liquor license which authorizes the sale of alcoholic beverages in their original packaging to be consumer off the premises only. All necessary applications and information has been provided. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 14, 2016.

Class 8 and Class S3 Liquor License Request – VFW Picnic

The VFW has requested a Class 8 and Class S3 Liquor licenses for its fundraiser picnic scheduled for 12 P.M. to dusk on September 12, 2016. The VFW will obtain all necessary permits, insurance and security for their event. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 14, 2016.

Class 8 and Class S3 Liquor License Request – Czech American Congress Picnic

The Czech American Congress has requested Class 8 and Class S3 Liquor Licenses for their well attended annual picnic scheduled for Sunday, July 31, 2016 , 8:00 A.M. to 7:30 P.M. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 14, 2016.

Class 8 and Class S3 Liquor License Request – United Moravian Societies Picnic

has requested Class 8 and Class S3 Liquor Licenses for their well attended annual picnic scheduled for August 21, 2016 – 11:00 A.M.. to 6:00 P.M. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 14, 2016.

2016 Cook County Community Development Grant Application

Staff has researched a capital funding opportunity with the assistance of Hancock Engineering for the Fiscal Year 2017 budget. In order to apply for the funding, an application will be due (with accompanying resolution from the Board) in March 2016. A Resolution supporting the CDBG application to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 14, 2016.

Repairs to Sewer Outfalls

Two sewer outfalls have been observed to be deteriorating and in need of repair:

1. 30" Combined Sewer Overflow (30th Avenue extended east to Salt Creek)
2. Brookfield Avenue 12" Storm Sewer Outfall

Hancock Engineering has provide a letter summarizing the current condition of the sewer pipe, recommended repairs, and estimates of cost. The Brookfield Avenue 12" Sewer Outfall repair will be completed as part of the Brookfield Avenue Bridge Replacement is is provided for information only.

If approved, bidding documents can be prepared, bids received, and a contract can be awarded in May. Construction could begin in June would take two to three months to complete.

Board consent received to have bidding documents prepared and to advertise for and receive bids for the work.

Referendum Update

ADJOURN

Motion by Trustee Garvey, seconded by Trustee Ryan to adjourn the Committee of the Whole meeting of February 22, 2016 at 7:35 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

Brigid Weber
Village Clerk
Village of Brookfield

/lls

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 03/14/2016 FOR THE PERIOD 02/23/2016 TO 03/14/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

******APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD******

Corporate Warrant # 03/14/2016 in the Total Amount of \$1,436,665.40

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
<u>Check</u>									
19097	02/23/2016	Open			Utility Management	Harper, Nicole	\$13.13		
19098	02/24/2016	Open			Refund	Capers	\$16,506.00		
	Invoice		Date	Description		Amount			
	INV-0126		01/20/2016	CAPERS Software Annual Maintenance		\$16,506.00			
19099	02/26/2016	Open			Accounts Payable	MYS, Inc.	\$7,912.60		
	Invoice		Date	Description		Amount			
	Pmt2		06/16/2015	East-West Alley in 4000 block of Madison/Raymond		\$7,912.60			
19100	02/29/2016	Open			Utility Management	COWHEY, ERIN	\$183.93		
19101	02/29/2016	Open			Refund	INVITATION HOMES	\$13.13		
19102	03/02/2016	Open			Utility Management				
					Refund	Will South Cook Soil & Water	\$839.00		
					Accounts Payable	Conservation District			
	Invoice		Date	Description		Amount			
	030216A		03/02/2016	permit fees - pump station		\$839.00			
19103	03/02/2016	Open			Accounts Payable	Will South Cook Soil & Water	\$839.00		
						Conservation District			
	Invoice		Date	Description		Amount			
	030216B		03/02/2016	permit fees - 30th st sewer repair		\$839.00			
19104	03/02/2016	Open			Utility Management	POLICH, CARRIE	\$2.64		
19105	03/03/2016	Open			Refund	KONDAUR CAPITAL CORP	\$128.71		
					Utility Management				
					Refund				
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Residential		201037-001	Overpaid final bill	03/03/2016	REFUND ADJUSTMENT			
19106	03/08/2016	Open			Utility Management	WILKINSON, ERNEST	\$37.11		
19108	03/14/2016	Open			Refund				
					Accounts Payable	A & M Parts Inc.	\$1,436.01		
	Invoice		Date	Description		Amount			
	555986		03/01/2016	winter defense, halogen, oil dry		\$212.52			
	552662		03/01/2016	oil filters, fuel sys clnr tank, wheel		\$193.92			
	554808		03/01/2016	hub assy 08 Ford		\$280.37			
	554887		03/01/2016	bulbs, blaster penetrant		\$410.40			
	554965		03/01/2016	wheel bolt, flasher, 100pc mini care asst		\$55.84			
	555287		03/01/2016	small light bulbs		\$20.58			
	557153		03/03/2016	diagnostic specialist		\$100.00			
	557160		03/03/2016	parts		\$162.38			
19109	03/14/2016	Open			Accounts Payable	Alternative Energy Solutions	\$281.00		
	Invoice		Date	Description		Amount			
	30928		03/01/2016	75pt insp of generator		\$281.00			
19110	03/14/2016	Open			Accounts Payable	American Planning Assoc.	\$735.00		
	Invoice		Date	Description		Amount			
	0479		03/01/2016	internship job posting ad		\$25.00			
	132634-1613		03/03/2016	membership		\$710.00			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19111	03/14/2016	Open			Accounts Payable	American Public Works Assoc.	\$184.00		
	Invoice		Date	Description		Amount			
	2016membership		03/01/2016	professional associations		\$184.00			
19112	03/14/2016	Open			Accounts Payable	Atlas Companies	\$211.01		
	Invoice		Date	Description		Amount			
	BC2782		03/03/2016	hose assy		\$211.01			
19113	03/14/2016	Open			Accounts Payable	Avalon Petroleum Co.	\$8,130.82		
	Invoice		Date	Description		Amount			
	016623		03/03/2016	fuel		\$1,912.82			
	554985		03/03/2016	10% ethanol		\$6,218.00			
19114	03/14/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$560.00		
	Invoice		Date	Description		Amount			
	43433		03/01/2016	additions/alterations 3928 Sunnyside		\$560.00			
19115	03/14/2016	Open			Accounts Payable	B. Allan Graphics	\$1,400.00		
	Invoice		Date	Description		Amount			
	89946		03/03/2016	brochures street referendum		\$1,400.00			
19116	03/14/2016	Open			Accounts Payable	Ben's Rental & Sales	\$187.00		
	Invoice		Date	Description		Amount			
	3556		03/03/2016	log splitter		\$187.00			
19117	03/14/2016	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$141,216.14		
	Invoice		Date	Description		Amount			
	2016-00000166		03/01/2016	medical insurance premiums-acct #051133		\$141,216.14			
19118	03/14/2016	Open			Accounts Payable	Bound Tree Medical, LLC	\$31.73		
	Invoice		Date	Description		Amount			
	82054402		03/01/2016	SUCTION CATHETER KIT		\$31.73			
19119	03/14/2016	Open			Accounts Payable	Brookfield Public Library	\$7,486.19		
	Invoice		Date	Description		Amount			
	JULY-JANUARY2016		03/01/2016	PERSONAL PROP REPLACEMENT TAXES		\$7,486.19			
19120	03/14/2016	Open			Accounts Payable	Brookfield/North Riverside Water Commission	\$285,630.80		
	Invoice		Date	Description		Amount			
	february2016		03/03/2016	water bill		\$285,630.80			
19121	03/14/2016	Open			Accounts Payable	Cargill Incorporated	\$19,050.90		
	Invoice		Date	Description		Amount			
	2902705414		03/01/2016	deicer salt		\$3,099.15			
	2902699643		03/01/2016	deicer salt		\$3,141.65			
	2902713856		03/03/2016	deicer salt		\$1,536.82			
	2902715964		03/03/2016	deicer salt		\$11,273.28			
19122	03/14/2016	Open			Accounts Payable	Case Lots, Inc.	\$191.55		
	Invoice		Date	Description		Amount			
	011396		03/01/2016	janitorial supplies		\$191.55			
19123	03/14/2016	Open			Accounts Payable	Cintas Corp	\$281.91		
	Invoice		Date	Description		Amount			
	5004578039		03/03/2016	first aid kits		\$74.20			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	5004593219		03/03/2016	first aid			\$207.71		
19124	03/14/2016	Open			Accounts Payable	Ciorba Group		\$29,018.61	
	Invoice		Date	Description		Amount			
	20315.01		03/01/2016	Brookfield Ave over Salt Creek		\$20,626.11			
	22547		03/03/2016	Brookfield Ave over Salt Creek		\$8,392.50			
19125	03/14/2016	Open			Accounts Payable	ComEd		\$455.61	
	Invoice		Date	Description		Amount			
	03012016		03/01/2016	6292126004		\$304.47			
	2016-00000167		03/03/2016	3543076047 - svc @ 9001 Shields		\$151.14			
19126	03/14/2016	Open			Accounts Payable	Costar Realty Information, Inc.		\$977.36	
	Invoice		Date	Description		Amount			
	103552781		03/03/2016	property professional		\$977.36			
19127	03/14/2016	Open			Accounts Payable	De Lage Landen Public Finance		\$2,177.00	
	Invoice		Date	Description		Amount			
	2016-00000163		03/01/2016	copier contracts		\$2,177.00			
19128	03/14/2016	Open			Accounts Payable	Delta Dental Of Illinois - Risk		\$9,025.13	
	Invoice		Date	Description		Amount			
	03012016		03/01/2016	Vision Insurance		\$220.57			
	03012016b		03/01/2016	Dental Insurance - group #10448-000-00002-00001		\$149.08			
	2016-00000162		03/01/2016	Dental Insurance - group #10448-000-00001-00000		\$8,655.48			
19129	03/14/2016	Open			Accounts Payable	Dynamex, Inc.		\$32.98	
	Invoice		Date	Description		Amount			
	1920617		03/01/2016	delivery		\$32.98			
19130	03/14/2016	Open			Accounts Payable	Dynegy Energy Services		\$15,828.46	
	Invoice		Date	Description		Amount			
	149040616021		03/01/2016	energy charge		\$15,828.46			
19131	03/14/2016	Open			Accounts Payable	Easypemrit Postage		\$1,324.32	
	Invoice		Date	Description		Amount			
	022016		03/01/2016	postage		\$1,324.32			
19132	03/14/2016	Open			Accounts Payable	Emrik		\$62.50	
	Invoice		Date	Description		Amount			
	014178		03/01/2016	plow bolts 25		\$62.50			
19133	03/14/2016	Open			Accounts Payable	EMSAR/ERLA Inc.		\$547.30	
	Invoice		Date	Description		Amount			
	53581		03/03/2016	460 bolster mattress		\$547.30			
19134	03/14/2016	Open			Accounts Payable	Factory Motor Parts		\$444.11	
	Invoice		Date	Description		Amount			
	50-Y02857		03/01/2016	battery core, other parts		\$324.88			
	53-193686		03/01/2016	MTC BRRF92		\$104.06			
	50-1262504		03/01/2016	Parts for Chevy Tahoe 2012		\$15.17			
19135	03/14/2016	Open			Accounts Payable	Force America Distributing LLC		\$2,349.60	
	Invoice		Date	Description		Amount			
	IN001-1028221		03/03/2016	piston pump		\$2,349.60			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19136	03/14/2016	Open			Accounts Payable	Fuller's Auto Body Inc.	\$847.87		
	Invoice		Date	Description		Amount			
	20188		03/03/2016	door shell, front rt (repair & refinish)		\$847.87			
19137	03/14/2016	Open			Accounts Payable	Gallagher Materials	\$2,705.22		
	Invoice		Date	Description		Amount			
	638278MB		03/01/2016	UPM Qty 23.73 TN		\$2,705.22			
19138	03/14/2016	Open			Accounts Payable	Hancock Engineering	\$46,091.75		
	Invoice		Date	Description		Amount			
	15-0566		03/01/2016	Kiwanis Park EHE file: 125-13-22380		\$1,220.00			
	15-0567		03/01/2016	Development Ordinance EHE File:125-14-13980		\$1,247.50			
	15-0568		03/01/2016	2015 Street Improvements EHE File: 125-14-21001		\$6,485.50			
	15-0569		03/01/2016	RB parking lot review EHE File: 125-14-24170		\$3,187.50			
	15-0571		03/01/2016	Brookfield Ave Bridge Replacement EHE File: 125-14-25880		\$1,342.00			
	15-0573		03/01/2016	Prairie Ave Water Main EHE File: 125-14-28105		\$2,184.50			
	15-0574		03/01/2016	Shields Ave (Eberly-Maple) EHE File: 125-15-02401		\$3,656.00			
	15-0576		03/01/2016	2015 SA Alleys EHE File: 125-15-06301		\$9,376.25			
	15-0580		03/01/2016	NICOR gas main EHE File: 125-15-11270		\$1,370.00			
	15-0577		03/01/2016	NICOR-Custer Ave Gas Main Review EHE File: 125-15-09270		\$480.00			
	15-0582		03/01/2016	MWRDGC Sewer project EHE File: 125-15-11470		\$875.00			
	15-0584		03/01/2016	Brookfield-North Riverside Water Commissio Drainage Improvements		\$375.00			
	15-0590		03/01/2016	combined sewer repair proj EHE file: 125-15-17110		\$2,042.50			
	15-0592-1		03/01/2016	Utility Permit Review		\$480.00			
	15-0592-3		03/01/2016	motor fuel tax fund audit EHE File: 125-15-00180		\$375.00			
	15-0592-2		03/01/2016	Utility Permit Review-ComEd EHE File: 125-15-00180		\$180.00			
	15-0608		03/01/2016	Alley Paving-3500blk Park--Oak		\$4,277.50			
	15-0607		03/01/2016	Public Library site improvements EHE File: 125-12-09570		\$6,937.50			
19139	03/14/2016	Open			Accounts Payable	Illinois Department of Human Rights	\$42.65		
	Invoice		Date	Description		Amount			
	093015KN01		03/01/2016	sexual harassment training		\$42.65			
19140	03/14/2016	Open			Accounts Payable	Illinois Municipal League	\$35.00		
	Invoice		Date	Description		Amount			
	0027725-IN		03/03/2016	30 day ad (CED intern)		\$35.00			
19141	03/14/2016	Open			Accounts Payable	Illinois Paper & Copier Co.	\$339.00		
	Invoice		Date	Description		Amount			
	IN207730		03/01/2016	paper		\$339.00			
19142	03/14/2016	Open			Accounts Payable	IRMA	\$3,511.15		
	Invoice		Date	Description		Amount			
	0014981		03/03/2016	February 2016 deductible		\$3,296.07			
	0015029		03/03/2016	February 2016 optional deductible		\$215.08			
19143	03/14/2016	Open			Accounts Payable	Koch, Chad	\$896.00		
	Invoice		Date	Description		Amount			
	160301		03/03/2016	martial arts class (8 classes)		\$896.00			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19144	03/14/2016	Open			Accounts Payable	LA Fasteners Inc.	\$393.01		
	Invoice		Date	Description		Amount			
	1-90860		03/01/2016	af182, oil pump bung adapter, gauge PSI		\$325.81			
	1-89819		03/01/2016	gauge0-3000PSI		\$26.46			
	1-90262		03/01/2016	parts		\$40.74			
19145	03/14/2016	Open			Accounts Payable	Lawson Products, Inc.	\$109.99		
	Invoice		Date	Description		Amount			
	9303894957		03/01/2016	copper cable cutter, lock grnd		\$109.99			
19146	03/14/2016	Open			Accounts Payable	Lehigh Hanson	\$120.05		
	Invoice		Date	Description		Amount			
	5546332		03/01/2016	bed/backfill		\$120.05			
19147	03/14/2016	Open			Accounts Payable	Madison National Life Insurance Co.	\$721.14		
	Invoice		Date	Description		Amount			
	2016-00000158		03/01/2016	ins adm fees		\$721.14			
19148	03/14/2016	Open			Accounts Payable	Mc Allister Equipment Co.	\$266.43		
	Invoice		Date	Description		Amount			
	AP101194		03/03/2016	tank unit		\$266.43			
19149	03/14/2016	Open			Accounts Payable	Menards-Hodgkins	\$760.95		
	Invoice		Date	Description		Amount			
	25296		03/01/2016	tools and parts		\$341.49			
	25488		03/01/2016	hand spreader, spreader 50lb poly drop		\$87.96			
	25308		03/01/2016	p-handle 600lb capacity		\$29.99			
	25976		03/01/2016	tools and parts		\$271.82			
	26041		03/01/2016	parts and supplies		\$29.69			
19150	03/14/2016	Open			Accounts Payable	Muellermist Irrigation Co.	\$136.00		
	Invoice		Date	Description		Amount			
	13-4362		03/03/2016	hunter pgv valve, hunter solenoid		\$136.00			
19151	03/14/2016	Open			Accounts Payable	Municode	\$1,562.16		
	Invoice		Date	Description		Amount			
	00266946		03/03/2016	supplement pages, images graphs, ordbank		\$1,562.16			
19152	03/14/2016	Open			Accounts Payable	Murphys Trans & Complete Auto	\$2,313.93		
	Invoice		Date	Description		Amount			
	14646		03/01/2016	mlp sensor, trans mount, trans assy + labor		\$2,313.93			
19153	03/14/2016	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	032016		03/03/2016	life insurance		\$184.00			
19154	03/14/2016	Open			Accounts Payable	NICOR	\$469.29		
	Invoice		Date	Description		Amount			
	2016-00000155		03/01/2016	4523 Eberly		\$242.35			
	2016-00000156		03/01/2016	3840 Maple		\$226.94			
19155	03/14/2016	Open			Accounts Payable	Otis Elevator Co.	\$375.00		
	Invoice		Date	Description		Amount			
	CYS37095001		03/01/2016	elevator servicing		\$375.00			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19156	03/14/2016	Open			Accounts Payable	Paramedic Billing Services	\$665.13		
	Invoice		Date	Description		Amount			
	012016		03/01/2016	billing fee January 2016		\$665.13			
19157	03/14/2016	Open			Accounts Payable	Phoenix Fire Systems, Inc.	\$1,865.00		
	Invoice		Date	Description		Amount			
	17420		03/01/2016	testing of alarm system		\$1,865.00			
19158	03/14/2016	Open			Accounts Payable	Pinner Electric, Inc.	\$12,777.31		
	Invoice		Date	Description		Amount			
	26631		03/03/2016	electric work		\$12,777.31			
19159	03/14/2016	Open			Accounts Payable	Reliable Mail Services	\$1,431.00		
	Invoice		Date	Description		Amount			
	49300		03/01/2016	welcome booklet qty 1000		\$1,431.00			
19160	03/14/2016	Open			Accounts Payable	Ricmar Industries	\$758.63		
	Invoice		Date	Description		Amount			
	323098		03/01/2016	food grade grease		\$191.42			
	323082		03/01/2016	food grade grease		\$567.21			
19161	03/14/2016	Open			Accounts Payable	Rush Truck Center - Chicago	\$242.06		
	Invoice		Date	Description		Amount			
	3001611128		03/01/2016	kt holder		\$242.06			
19162	03/14/2016	Open			Accounts Payable	SimplexGrinnell	\$274.31		
	Invoice		Date	Description		Amount			
	82215639		03/01/2016	EQUIPMENT MAINTENANCE		\$274.31			
19163	03/14/2016	Open			Accounts Payable	Special T Unlimited	\$1,568.48		
	Invoice		Date	Description		Amount			
	18020		03/01/2016	navy 6panel mid profile white hat qty 144		\$1,568.48			
19164	03/14/2016	Open			Accounts Payable	Standard Equipment Co.	\$872.10		
	Invoice		Date	Description		Amount			
	C10658		03/03/2016	water pump, mounting plate		\$872.10			
19165	03/14/2016	Open			Accounts Payable	Staples Advantage	\$207.82		
	Invoice		Date	Description		Amount			
	3293186100		03/01/2016	credit for return		(\$53.96)			
	3293186101		03/01/2016	3tab 14pt man ff lgi 50ct		\$56.58			
	3293186103		03/01/2016	seb reman toner		\$61.49			
	3293186102		03/01/2016	office supplies		\$83.94			
	3294740031		03/03/2016	office supplies		\$59.77			
19166	03/14/2016	Open			Accounts Payable	Storino, Ramello & Durkin	\$20,761.63		
	Invoice		Date	Description		Amount			
	02012016		03/03/2016	legal		\$20,761.63			
19167	03/14/2016	Open			Accounts Payable	Suburban Building Officials Conference	\$125.00		
	Invoice		Date	Description		Amount			
	02172016		03/01/2016	ICC Building Conference NFPA 13 D Residential Sprinklers		\$125.00			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19168	03/14/2016	Open			Accounts Payable	Suburban Laboratories, Inc.	\$265.00		
	Invoice		Date	Description		Amount			
	131748		03/03/2016	coliform, presence-absence for IEPA		\$265.00			
19169	03/14/2016	Open			Accounts Payable	Theodore Polygraph Service	\$150.00		
	Invoice		Date	Description		Amount			
	5152		03/01/2016	C SALAVA		\$150.00			
19170	03/14/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$1,194.89		
	Invoice		Date	Description		Amount			
	19071		03/01/2016	UTILITY BILL RENDERING 2/3 & 2/11		\$638.41			
	18977		03/01/2016	UTILITY BILL RENDERING (01/08 & 01/14)		\$556.48			
19171	03/14/2016	Open			Accounts Payable	Traffic Control & Protection	\$319.80		
	Invoice		Date	Description		Amount			
	85691		03/01/2016	24" HIP R/B/W 080 NO TRUCKS SYMBOL		\$319.80			
19172	03/14/2016	Open			Accounts Payable	Unifirst Corporation	\$657.44		
	Invoice		Date	Description		Amount			
	0610958756		03/01/2016	Metra Station Mats		\$28.25			
	0610958755		03/01/2016	Village Hall Mats		\$119.85			
	2016-00000150		03/01/2016	Public Works Mats		\$26.15			
	0610957366		03/01/2016	Metra Station Mats		\$28.25			
	0610957365		03/01/2016	Village Hall Mats		\$119.85			
	061957364		03/01/2016	Public Works Mats		\$26.15			
	0811094263		03/01/2016	laundry service		\$154.47			
	0811095793		03/03/2016	laundry service		\$154.47			
19173	03/14/2016	Open			Accounts Payable	Village of Romeoville Fire Academy	\$450.00		
	Invoice		Date	Description		Amount			
	2016-037		03/03/2016	technical rescue awareness (Duffek, Bermann, Fisher)		\$450.00			
19174	03/14/2016	Open			Accounts Payable	Visa	\$6,175.72		
	Invoice		Date	Description		Amount			
	2016-00000144		03/01/2016	admin acct *1803		\$287.85			
	2016-00000145		03/01/2016	RECREATION		\$517.42			
	2016-00000146		03/01/2016	CEDD account *2025		\$604.41			
	2016-00000147		03/01/2016	dept of public works *2033		\$2,348.66			
	2016-00000174		03/03/2016	police dept *2090		\$2,417.38			
19175	03/14/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$321.79		
	Invoice		Date	Description		Amount			
	2979092-0		03/01/2016	OFFICE SUPPLIES		\$81.39			
	2985982-0		03/03/2016	waste receptacle		\$240.40			
19176	03/14/2016	Open			Accounts Payable	Wentworth Tire Service	\$1,103.81		
	Invoice		Date	Description		Amount			
	447439		03/01/2016	TIRE DISPOSAL		\$60.00			
	447437		03/01/2016	FIREHAWK GT V PURSUIT		\$632.65			
	447364		03/01/2016	TIRE DISPOSAL AND PARTS		\$411.16			
19177	03/14/2016	Open			Accounts Payable	Westfield Ford	\$10.66		
	Invoice		Date	Description		Amount			
	610567		03/01/2016	KIT-JET		\$10.66			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19178	03/14/2016	Open			Accounts Payable	Wholesale Direct Inc.	\$157.98		
	Invoice		Date	Description		Amount			
	000219352		03/01/2016	SINGLE BAR GRAPH DISPLAY		\$126.81			
	000219274		03/01/2016	OIL GAUGE		\$31.17			
19179	03/14/2016	Open			Accounts Payable	Winger Marketing	\$1,402.50		
	Invoice		Date	Description		Amount			
	2762		03/01/2016	50% rewrite deposit for website copy rewrite		\$1,402.50			
19180	03/14/2016	Open			Accounts Payable	Zep Manufacturing Co.	\$283.44		
	Invoice		Date	Description		Amount			
	9002113833		03/01/2016	urinal screen, zep 30		\$283.44			
19181	03/14/2016	Open			Accounts Payable	Blaauw, Ken	\$28.56		
	Invoice		Date	Description		Amount			
	021916		03/02/2016	meal reimbursement		\$28.56			
19182	03/14/2016	Open			Accounts Payable	Egan, Emily	\$15.00		
	Invoice		Date	Description		Amount			
	030316		03/02/2016	Reimbursement for Metropolitan Planning Council event		\$15.00			
19183	03/14/2016	Open			Accounts Payable	Connell Plumbing, Inc.	\$1,000.00		
	Invoice		Date	Description		Amount			
	022316		03/02/2016	refund of parkway bond for 9150 Broadway, permit 2016-00000060		\$1,000.00			
19184	03/14/2016	Open			Accounts Payable	SANDERS, SCOTT	\$3,000.00		
	Invoice		Date	Description		Amount			
	022616		03/02/2016	refund of street/parkway bond for 9540 Jackson, permit 2015-385		\$3,000.00			
19185	03/14/2016	Open			Accounts Payable	Lowry, James	\$50.00		
	Invoice		Date	Description		Amount			
	030816		03/02/2016	business license inspection fee - no license needed		\$50.00			
19186	03/14/2016	Open			Accounts Payable	Moroney, Penny	\$83.00		
	Invoice		Date	Description		Amount			
	RT3450		03/02/2016	refund for Apple Holler/Red Barn		\$83.00			
Type Check Totals:						89 Transactions	\$675,830.94		
EFT									
376	02/25/2016	Open			Accounts Payable	Village of Brookfield	\$360,949.98		
	Invoice		Date	Description		Amount			
	2016-00000141		02/25/2016	salaries		\$360,949.98			
377	02/25/2016	Open			Accounts Payable	Village of Brookfield	\$12,914.41		
	Invoice		Date	Description		Amount			
	2016-00000142		02/25/2016	FICA/Medicare		\$12,914.41			
378	02/25/2016	Open			Accounts Payable	Village of Brookfield	\$1,261.96		
	Invoice		Date	Description		Amount			
	2016-00000143		02/25/2016	SUI		\$1,261.96			
379	02/25/2016	Open			Accounts Payable	IMRF	\$54,785.35		
	Invoice		Date	Description		Amount			
	2016-00000159		02/25/2016	employee/employer contributions		\$54,785.35			

Corporate Warrant-03/14/2016

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
380	02/25/2016	Open			Accounts Payable	Village of Brookfield	\$318,963.11		
	Invoice		Date	Description		Amount			
	2016-00000168		02/25/2016	salaries		\$318,963.11			
381	02/25/2016	Open			Accounts Payable	Village of Brookfield	\$11,471.70		
	Invoice		Date	Description		Amount			
	2016-00000171		02/25/2016	FICA/Medicare		\$11,471.70			
382	02/25/2016	Open			Accounts Payable	Village of Brookfield	\$487.95		
	Invoice		Date	Description		Amount			
	2016-00000172		02/25/2016	SUI		\$487.95			

Type EFT Totals:

7 Transactions

\$760,834.46

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$675,830.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$675,830.94	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$760,834.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	7	\$760,834.46	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,436,665.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,436,665.40	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$675,830.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$675,830.94	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$760,834.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	7	\$760,834.46	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,436,665.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,436,665.40	\$0.00



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, March 14, 2016**

**7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

AGENDA

- A. **Discussion** – Discovery Benefits, Inc. Flexible Spending Account Agreement
- B. **Discussion** – Referendum Report
- C. **Discussion** – 2016 Trugreen Agreement
- D. **Discussion** – WSMTD Grant Application
- E. **Discussion** – PZC Case 15-07 Continued, the Brookfield Public Library
- F. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- G. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

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HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



COMMITTEE ITEM MEMO

ITEM: Discovery Benefits, Inc. Flexible Spending Account Agreement

COMMITTEE DATE: March 14, 2016

PREPARED BY: Michelle Robbins, PHR, SHRM-CP
Director of Human Resources

PURPOSE: Enter into a One-Year Agreement with Discovery Benefits, Inc. to serve as the Village of Brookfield Flexible Spending Account Third Party Administrator

BUDGET AMOUNT: N/A

BACKGROUND:

Discovery Benefits, Inc. has served as the Third Party Administrator (TPA) for the Village of Brookfield's Flexible Spending Account Plan (FSA) since 2008, providing exceptional service to the Village. With the advent of the 2016 benefit year, the Village of Brookfield wishes to continue having Discovery Benefits serve as our TPA.

ATTACHMENTS:

- A. Village of Brookfield Cafeteria Plan Document
- B. Village of Brookfield Cafeteria Plan Summary Plan Description and Plan Sponsor Certification

STAFF RECOMMENDATION:

We recommend the board pass the resolution to enter into a one-year agreement with Discovery Benefits, Inc.

REQUESTED COURSE OF ACTION:

That the Village Board of Trustees place consideration of the Resolution approving the proposed Village of Brookfield Plan Document Agreement on the March 28, 2016 Board Meeting agenda.

Exhibit "A"

Village of Brookfield Cafeteria Plan Document

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
Village of Brookfield**

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II PARTICIPATION

2.1	ELIGIBILITY	2
2.2	EFFECTIVE DATE OF PARTICIPATION	2
2.3	APPLICATION TO PARTICIPATE	3
2.4	TERMINATION OF PARTICIPATION	3
2.5	CHANGE OF EMPLOYMENT STATUS	3
2.6	TERMINATION OF EMPLOYMENT	3
2.7	DEATH	3

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1	EMPLOYER CONTRIBUTION	4
3.2	SALARY REDIRECTION	4
3.3	APPLICATION OF CONTRIBUTIONS	4
3.4	PERIODIC CONTRIBUTIONS	4

ARTICLE IV BENEFITS

4.1	BENEFIT OPTIONS	4
4.2	HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT	4
4.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT	5
4.4	HEALTH INSURANCE BENEFIT	5
4.5	DENTAL INSURANCE BENEFIT	5
4.6	NONDISCRIMINATION REQUIREMENTS	5

ARTICLE V PARTICIPANT ELECTIONS

5.1	INITIAL ELECTIONS	5
5.2	SUBSEQUENT ANNUAL ELECTIONS	6
5.3	FAILURE TO ELECT	6
5.4	CHANGE IN STATUS	6

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1	ESTABLISHMENT OF PLAN	8
6.2	DEFINITIONS	8
6.3	FORFEITURES	8
6.4	LIMITATION ON ALLOCATIONS	8
6.5	NONDISCRIMINATION REQUIREMENTS	9
6.6	COORDINATION WITH CAFETERIA PLAN	9
6.7	HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS	9
6.8	DEBIT AND CREDIT CARDS	10

**ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1	ESTABLISHMENT OF ACCOUNT	10
7.2	DEFINITIONS.....	10
7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	11
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	11
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS	11
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT	11
7.7	ANNUAL STATEMENT OF BENEFITS	11
7.8	FORFEITURES.....	12
7.9	LIMITATION ON PAYMENTS	12
7.10	NONDISCRIMINATION REQUIREMENTS	12
7.11	COORDINATION WITH CAFETERIA PLAN	12
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS.....	12
7.13	DEBIT AND CREDIT CARDS.....	13

**ARTICLE VIII
BENEFITS AND RIGHTS**

8.1	CLAIM FOR BENEFITS	14
8.2	APPLICATION OF BENEFIT PLAN SURPLUS.....	14

**ARTICLE IX
ADMINISTRATION**

9.1	PLAN ADMINISTRATION	15
9.2	EXAMINATION OF RECORDS	15
9.3	PAYMENT OF EXPENSES	15
9.4	INSURANCE CONTROL CLAUSE.....	16
9.5	INDEMNIFICATION OF ADMINISTRATOR	16

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1	AMENDMENT	16
10.2	TERMINATION.....	16

**ARTICLE XI
MISCELLANEOUS**

11.1	PLAN INTERPRETATION.....	16
11.2	GENDER AND NUMBER	16
11.3	WRITTEN DOCUMENT	16
11.4	EXCLUSIVE BENEFIT	16
11.5	PARTICIPANT'S RIGHTS	16
11.6	ACTION BY THE EMPLOYER	16
11.7	NO GUARANTEE OF TAX CONSEQUENCES	17
11.8	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS.....	17
11.9	FUNDING.....	17
11.10	GOVERNING LAW.....	17
11.11	SEVERABILITY	17

11.12	CAPTIONS	17
11.13	CONTINUATION OF COVERAGE (COBRA)	17
11.14	FAMILY AND MEDICAL LEAVE ACT (FMLA)	17
11.15	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	17
11.16	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)	17
11.17	COMPLIANCE WITH HIPAA PRIVACY STANDARDS	17
11.18	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS	19
11.19	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT	19
11.20	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)	19
11.21	WOMEN'S HEALTH AND CANCER RIGHTS ACT	19
11.22	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT	19

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

INTRODUCTION

The Employer has amended this Plan effective January 1, 2016, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2008. The Plan shall be known as Village of Brookfield Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means January 1, 2008.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 40 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Village of Brookfield and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the self-funded Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means "spouse" as defined in the self-funded plan for purposes of that plan or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

2.1. An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or
- (d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Employer Contributions and Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Individual Insurance Policy.** Each Participant may elect to be covered under an individual health Insurance Contract that provides coverage that qualifies as an excepted benefit under the Affordable Care Act. Upon submission of satisfactory payment by the Participant, the Administrator shall, in its sole discretion, reimburse the Participant for the cost of the alternative insurance protection. This alternative protection may not include the cost of coverage obtained through a Participant's Spouse's employment.

(c) **Employer selects contracts.** The Employer may select suitable health Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(d) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof, excluding any carryover) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500.00.

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Carryover.** A Participant in the Health Flexible Spending Account may roll over up to \$500.00 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of \$500.00 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which

Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:

- (1) that the day care center complies with all applicable laws and regulations of the state of residence,
- (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
- (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by the self-funded plan shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account (excluding any carryover) or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan (excepting any carryover); nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal in writing (or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which

disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

Village of Brookfield

By _____
EMPLOYER

Exhibit "B"

Village of Brookfield Summary Plan Description and Plan Sponsor Certification

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN
SUMMARY PLAN DESCRIPTION**

TABLE OF CONTENTS

I ELIGIBILITY

1.	When can I become a participant in the Plan?.....	1
2.	What are the eligibility requirements for our Plan?	1
3.	When is my entry date?.....	1
4.	Are there any employees who are not eligible?	1
5.	What must I do to enroll in the Plan?.....	1

II OPERATION

1.	How does this Plan operate?.....	2
----	----------------------------------	---

III CONTRIBUTIONS

1.	How much of my pay may the Employer redirect?.....	2
2.	How much will the Employer contribute each year?.....	2
3.	What happens to contributions made to the Plan?	2
4.	When must I decide which accounts I want to use?	2
5.	When is the election period for our Plan?	2
6.	May I change my elections during the Plan Year?.....	2
7.	May I make new elections in future Plan Years?	3

IV BENEFITS

1.	Health Flexible Spending Account.....	3
2.	Dependent Care Flexible Spending Account.....	4
3.	Premium Expense Account	4

V BENEFIT PAYMENTS

1.	When will I receive payments from my accounts?	5
2.	What happens if I don't spend all Plan contributions during the Plan Year?	5
3.	Family and Medical Leave Act (FMLA)	5
4.	Uniformed Services Employment and Reemployment Rights Act (USERRA).....	5
5.	What happens if I terminate employment?	5
6.	Will my Social Security benefits be affected?	5

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1.	Do limitations apply to highly compensated employees?.....	6
----	--	---

VII PLAN ACCOUNTING

1.	Periodic Statements	6
----	---------------------------	---

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

1.	General Plan Information.....	6
2.	Employer Information	6
3.	Plan Administrator Information	6
4.	Service of Legal Process	7
5.	Type of Administration.....	7

**IX
ADDITIONAL PLAN INFORMATION**

1.	Claims Process	7
----	----------------------	---

**X
CONTINUATION COVERAGE RIGHTS UNDER COBRA**

1.	What is COBRA continuation coverage?	7
2.	Who can become a Qualified Beneficiary?	8
3.	What is a Qualifying Event?.....	8
4.	What factors should be considered when determining to elect COBRA continuation coverage?	9
5.	What is the procedure for obtaining COBRA continuation coverage?	9
6.	What is the election period and how long must it last?	9
7.	Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?	9
8.	Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?	10
9.	Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?	10
10.	When may a Qualified Beneficiary's COBRA continuation coverage be terminated?	10
11.	What are the maximum coverage periods for COBRA continuation coverage?	11
12.	Under what circumstances can the maximum coverage period be expanded?	11
13.	How does a Qualified Beneficiary become entitled to a disability extension?	11
14.	Does the Plan require payment for COBRA continuation coverage?	11
15.	Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?	12
16.	What is Timely Payment for COBRA continuation coverage?	12
17.	Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?	12
18.	How is my participation in the Health Flexible Spending Account affected?	12

**XI
SUMMARY**

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the day you meet the eligibility requirements.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

--- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 40 hours a week.

5. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. How much will the Employer contribute each year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for any benefit in the Plan and will be made on a pro rata basis during the year. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured or self-funded benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan or privately held insurance policies and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2500.00. This includes salary reductions and employer contributions. In addition, you will be eligible to carryover amounts left in your Health Flexible Spending Account, up to \$500.00. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home. The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our self-funded medical plan.
- Certain health benefit premiums under privately held insurance policies. Coverage purchased on state or federal insurance exchanges does not qualify; insurance coverage such as dental or vision may be eligible.
- Dental insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any contracts providing benefits described above. Also, your coverage will end when you leave employment, are no longer eligible under the terms of any coverage, or when coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

"Privately held insurance policies" do not include coverage obtained through a spouse's employment. Cost of these policies will only be reimbursed on adequate proof of coverage. Please see your Administrator as to which policies qualify.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V
BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. The provisions of the insurance contracts will control what benefits will be paid and when. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

Any monies left at the end of the Plan Year will be forfeited, except for \$500.00 that can be carried over into the next Plan Year. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and Employer contributions will be made on your behalf after you terminate. You must submit claims within 90 days after termination.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and Employer contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**VI
HIGHLY COMPENSATED AND KEY EMPLOYEES**

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

**VII
PLAN ACCOUNTING**

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Village of Brookfield Cafeteria Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2016. Your Plan was originally effective on January 1, 2008.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513
36-6005807

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513
708-485-1360

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Discovery Benefits, Inc.
PO Box 2926
Fargo, ND 58108-2926

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 90 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within 90 days after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured or self-funded will be handled in accordance with procedures contained in the insurance policies or contracts. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the

60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives timely notice that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

(f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

(1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

CAFETERIA PLAN

PLAN SPONSOR CERTIFICATION

The Village of Brookfield ("Employer") sponsors a Health Flexible Spending Account (the "Plan") as part of the Village of Brookfield Cafeteria Plan. Certain members of Employer's workforce perform service in connection with administration of the Plan. Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Plan or its business associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of the Employer's workforce unless the Employer agrees to the conditions and restrictions set out below. To induce the Plan to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Plan, the Employer hereby accepts these conditions and restrictions and certifies that the Plan documents have been amended to reflect these conditions and restrictions. The Employer agrees to:

- (a) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (b) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (c) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (d) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Plan or required by law;
- (e) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (f) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (g) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (h) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (i) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (j) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and Section COMPLIANCE WITH HIPAA PRIVACY STANDARDS of the Village of Brookfield Cafeteria Plan.

Adopted this _____ day of _____, 20 _____

Plan Sponsor



COMMITTEE ITEM MEMO

ITEM: 2016 Trugreen Agreement

BOARD OF TRUSTEES March 14, 2016

MEETING DATE:

PREPARED BY: Ken Blaauw, P.E. – Director of Public Works

PURPOSE: 2016 Vegetation Control Agreement

BUDGET AMOUNT: \$35,400.00

BACKGROUND:

To help with the maintenance of the park properties and the common areas, the village approves an annual contract with Trugreen Commercial for the application of fertilizer during the spring, summer, and fall months. For 2016, staff has discussed additional work with Trugreen to help with invasive vegetation control around the baseball fields and at specific locations on the park properties.

ATTACHMENTS:

Proposal and application maps from Trugreen Commercial.

STAFF RECOMMENDATION:

The village board authorizes staff sign the contract with Trugreen Commercial.

REQUESTED COURSE OF ACTION:

The village board waives bidding and approves the contract with Trugreen Commercial at the March 28, 2016 Village Board Meeting.



Marko Jurkovic

Customer Information

Bill To:

VILLAGE OF BROOKFIELD

4545 EBERLY AVE
BROOKFIELD, IL 60513
USA

Service Location:

SEE LISTING
BROOKFIELD, IL 60513
USA

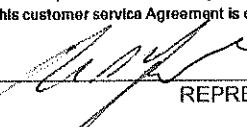
Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
VILLAGE OF BROOKFIELD	Vegetation Control	2		\$4,000.00
VILLAGE OF BROOKFIELD	Vegetation Control	3		\$2,400.00
VILLAGE OF BROOKFIELD	Vegetation Control	4		\$4,000.00
VILLAGE OF BROOKFIELD	Vegetation Control	5		\$4,000.00
VILLAGE OF BROOKFIELD	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$4,200.00

Subtotal	\$35,400.00
Total Sales Tax Amount	\$0.00
Grand Total	\$35,400.00

Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase In Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen's services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties. 6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's Invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By:  Date: 1-20-16
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

VEGETATION CONTROL APPLICATIONS

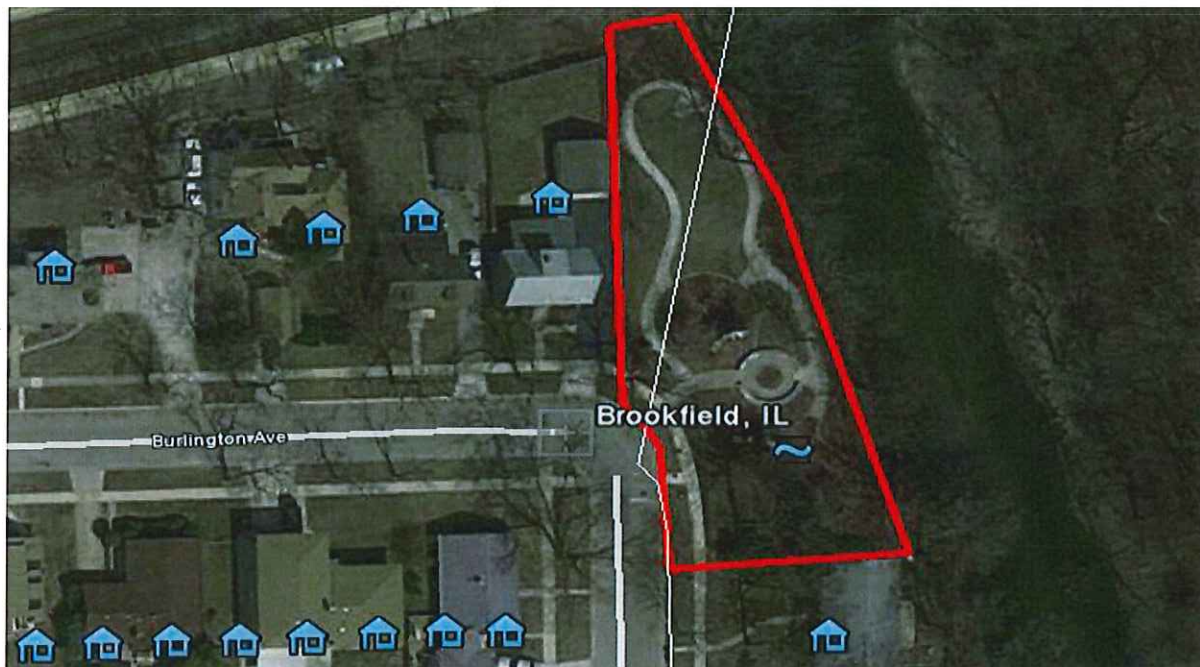
Candy Cane Park (29th & Park Ave)

-Playground Mulch Only



Creekside Park (Burlington & Grove)

-Playground & Fenceline that runs along the Creek (Poison Ivy): Customer informed of erosion



Harrison Park (3200 Block of Harrison)

-Playground Mulch Only



JC/Ehlert Part (Congress & Elm)

-Baseball back stops, Mulch, Fields, Stands, and Parkway Islands

All ball field diamonds and warning tracks will receive pre-emergent application



Kiawanis Park & Town Hall (8820 Brookfield)

-Playground Mulch, backstops, and Baseball Stands

All ball field diamonds and warning tracks will receive pre-emergent application



Maldin Park (4000 Block of Madison)

-Mulch & Sidewalks



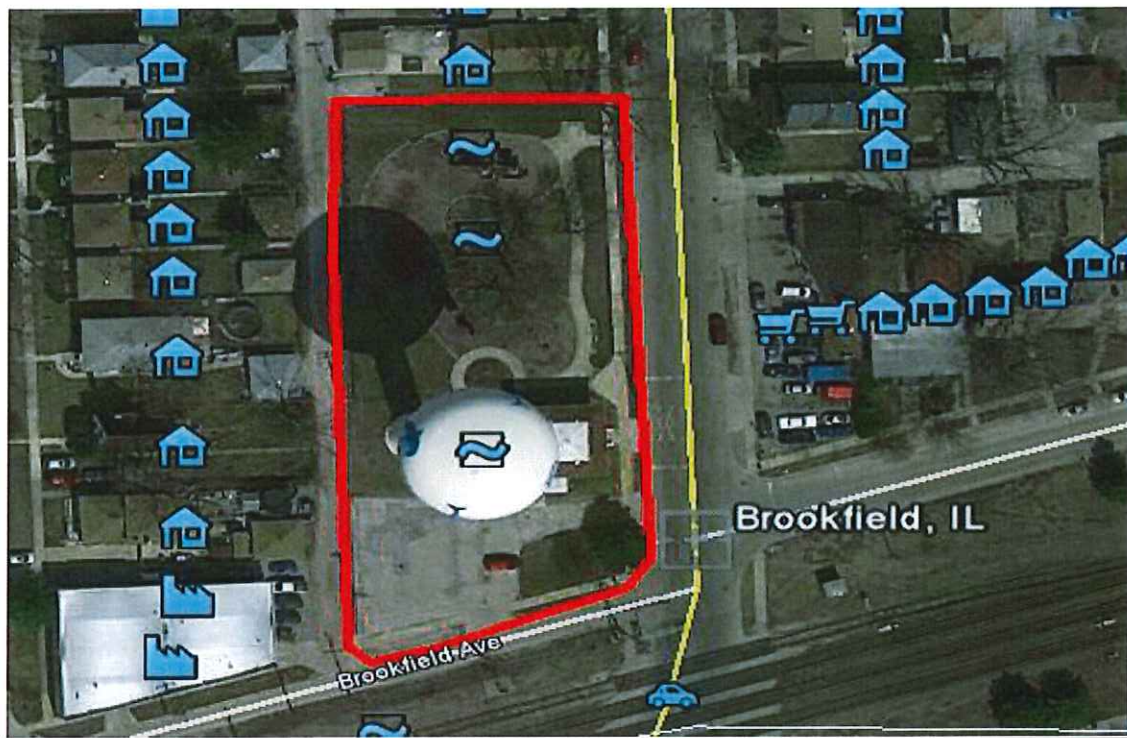
Veterans Memorial Park (Grand & Sunnyside)

-Sidewalks, Walking paths, and Mulch



Maple North (Brookfield & Maple)

-Playground Mulch



Maple South (Maple & Elm)

-Playground Mulch



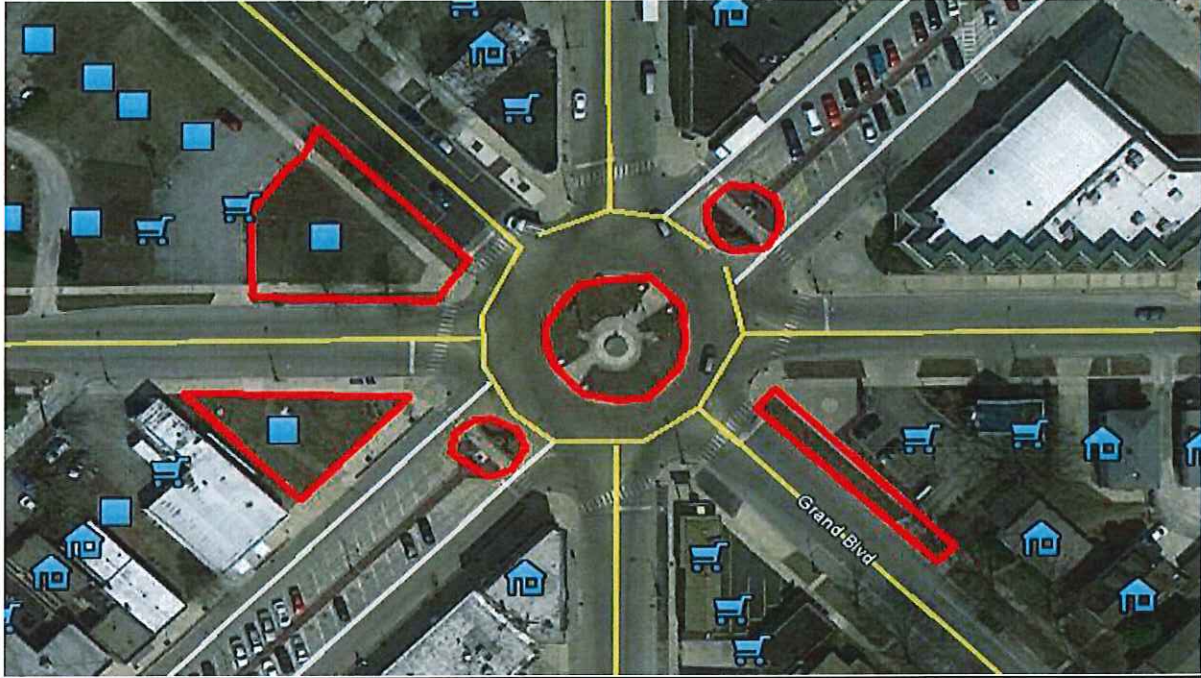
Madison Tot Lot (Madison & Ogden)

-Playground Mulch



Business District Rotunda

-Mulch, Pavers, and Sidewalks



4545 Eberle & Congress

-Fenceline & Along any buildings (Technician will not move items to spray area)



Washington Bridge

-Spray sides walks, gravel, and street



Ogden Ave

-Spray Ogden Ave between Eberly & Custer Ave (Also spray four corners of each intersection)



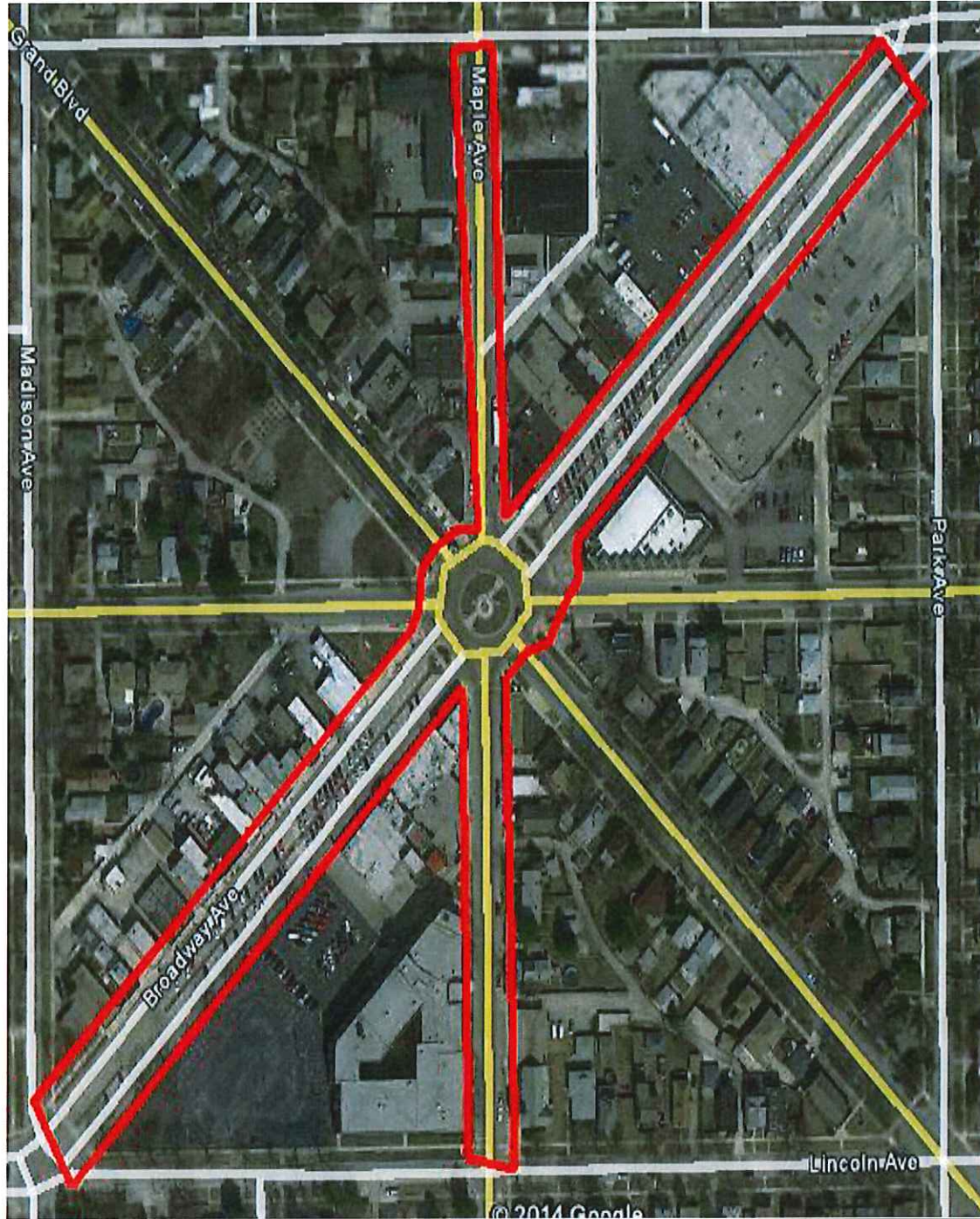
31st Street

-All sidewalks & gravel Areas



Maple & Broadway

-Treat all sidewalks & paver areas (This also includes all the pavers along Grand Blvd at each of the 6 intersections between 31st & Brookfield Ave)





COMMITTEE ITEM MEMO

ITEM: West Suburban Mass Transit District (WSMTD) Grant Application
COMMITTEE DATE: March 4, 2016
PREPARED BY: Nicholas Greifer, Director of the Department of Community & Economic Development; Emily Egan, Village Planner
PURPOSE: To Secure Grant Funding for Downtown Metra Station Pedestrian Safety Enhancements and Building Improvements
BUDGET AMOUNT: Municipal Grant Match as Defined Below

BACKGROUND:

Pursuant to initial discussions between the Village of Brookfield staff and BNSF staff, Village staff hereby present for consideration a proposal for a two-year series of improvements to the Village's primary Metra station, the "Downtown" Metra station located at the intersection of the BNSF railroad right-of-way and Prairie Avenue.

By virtue of (a) its high ridership, (b) its extremely high proportion of pedestrian travel (the highest percentage of commuters arriving on foot in the suburban portion of the BNSF line), and (c) the physical condition of the train station, we are proposing the high priority upgrades as outlined in Exhibits B-E. Making these improvements will enable the Village and its partners BNSF and Metra to achieve multiple public policy goals:

- Safety - Improved pedestrian safety
- Budgetary Savings – Extending the useful life of the train station and the adjacent sidewalks/surface improvements avoids more costly repairs at a later date
- Support of Transit-Oriented Development – Preservation of both the station and surrounding grounds results in an attractive community asset that adds value to the downtown area as a destination for commuters and visitors.

Regarding the latter point, the proposed improvements would specifically address the issues and recommendations contained in the *2020 Master Plan* (including Section 8/TOD Subarea Plan for the Downtown Metra Station Subarea).

PROPOSED SCOPE OF WORK:

To accomplish the aforementioned goals, the project in year 1 would add: high-quality "street furniture" (including new recycling receptacles, planters and bike racks), a new concrete landing to replace broken concrete in front of (north side) the station, tuck pointing of the station, ADA-compliant ramps, and other improvements. Year 1 projects would cost an estimated \$197,000.

The year 2 project would establish a series of pedestrian walkway enhancements to ensure safe coordination of automobile traffic and pedestrian traffic. Importantly, these efforts would make safer passage across 3 major roadways: Brookfield Avenue, Prairie Avenue, and Grand Boulevard. A fourth roadway, Fairview Avenue, also terminates at this five-point intersection. To facilitate better pedestrian access to Metra the following would be installed: curb bump-outs, pedestrian paving with

brick pavers, ADA detectable warnings and a brick pedestrian refuge. The year 2 project would cost an estimated \$220,000.

The proposed request of the WSMTD would be for cost sharing at the prevailing 67% rate (with the district funding 67% and the Village 33%). The Village share would be an estimated 33% of \$417,000 or \$137,000 over 18-24 months (approximately 4Q 2016 to 2Q 2018).

ATTACHMENTS:

Exhibit A – Overview (Powerpoint)

Exhibit B – Aerial Depiction of Project – Year 1

Exhibit C – Preliminary Cost Estimate – Year 1

Exhibit B – Aerial Depiction of Project – Year 2

Exhibit E – Preliminary Cost Estimate – Year 2

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Committee of the Whole review and approve the grant application, for subsequent consideration by the Village Board.

REQUESTED COURSE OF ACTION:

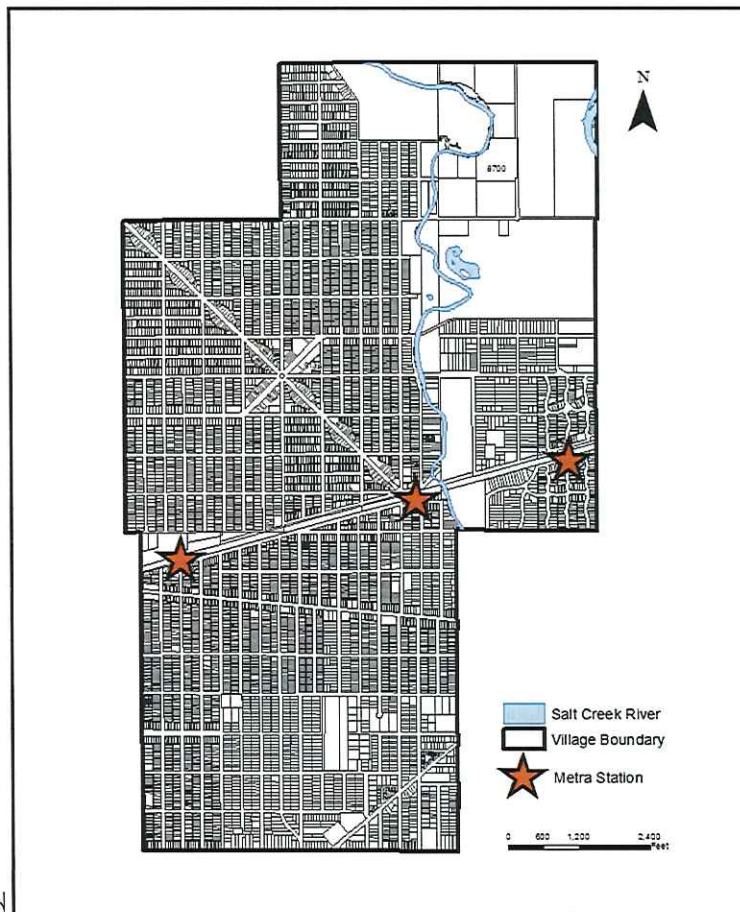
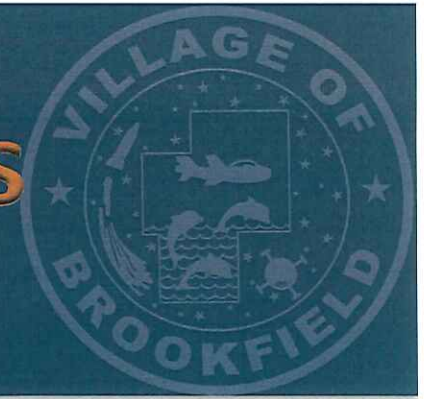
Review and approval

EXHIBIT A



Make the Connection

The Village of Brookfield's Three Metra Stations

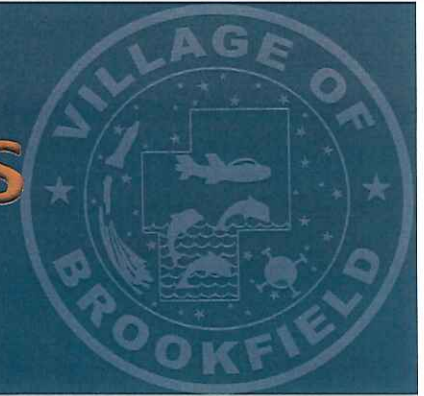


Brookfield's Metra Stations Ridership

Stop	Weekday Boardings	Primary Mode of Access
Hollywood	95	93% Walked
Brookfield	607	50% Walked, 26% Drive
Congress Park	250	66% Walked, 20% Drive

Source: Metra 2014

The Village of Brookfield's *Metra Stations*

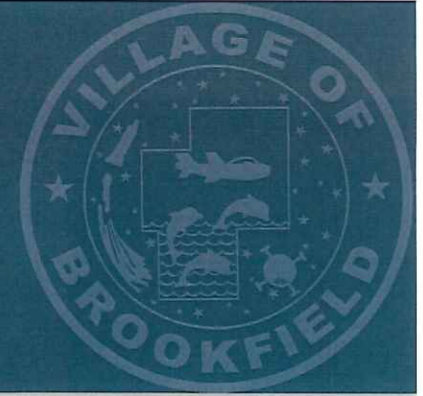


**70% of Metra riders in
Brookfield walk to the
station**

**A higher percentage of
pedestrians than any other
station except Halsted which has an
average of 92 riders each weekday**

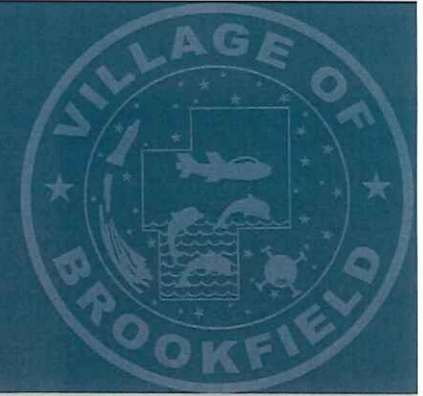
Brookfield Metra Stop

Current Conditions



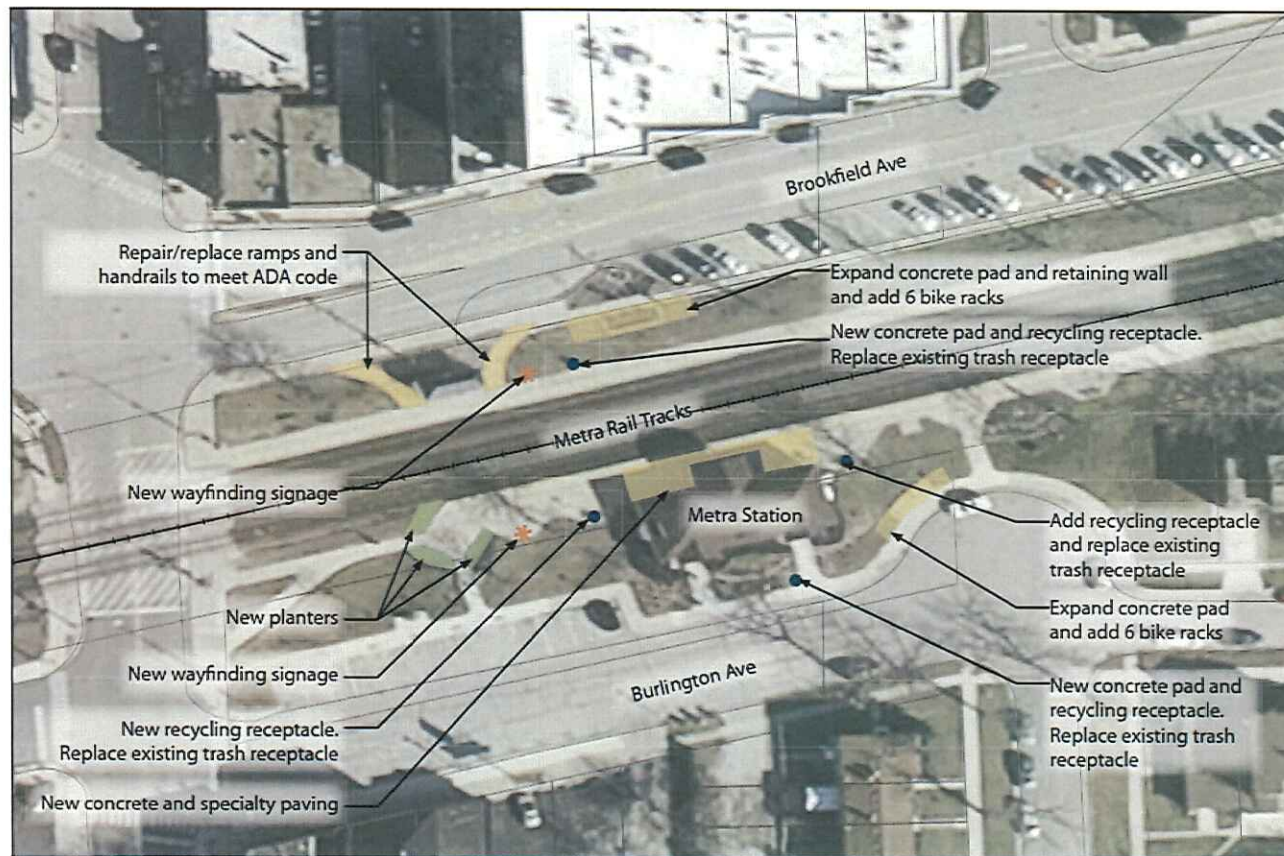
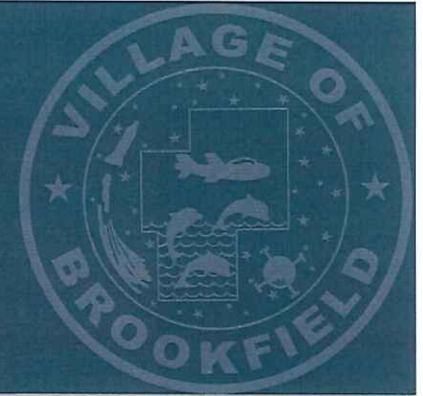
Brookfield Metra Stop

Current Conditions



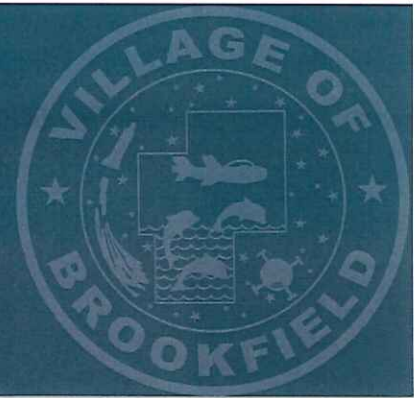
Brookfield Metra Stop

Proposed Year 1 Improvements



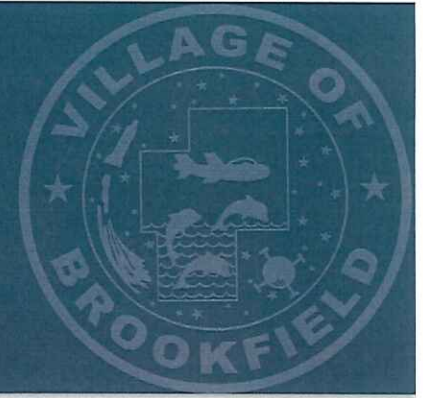
Brookfield Metra Stop

Proposed Year 2 Improvements



Brookfield Metra Stop

Proposed Improvements



Phase 1 Improvements

- Metra Station Tuck-point
- Wayfinding Signage
- Planters
- Twelve Bike Fixtures
- Garbage and Recycling Receptacles
- New Concrete and Paving
- Benches inside Metra Station
- ADA detectable warnings

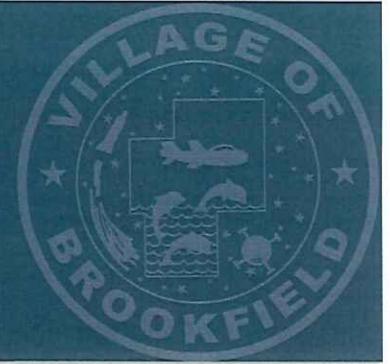
Phase 2 Improvements

- Brick Pedestrian Walkway
- Curb Bump-outs



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Keith Sbiral, Village Manager

ksbiral@brookfieldil.gov

708-485-7344

Nick Greifer

Director of Community & Economic Development

ngreifer@brookfieldil.gov

708-485-1113

Emily Egan, Village Planner

eeegan@brookfieldil.gov

708-485-1445

Village of Brookfield

8820 Brookfield Avenue

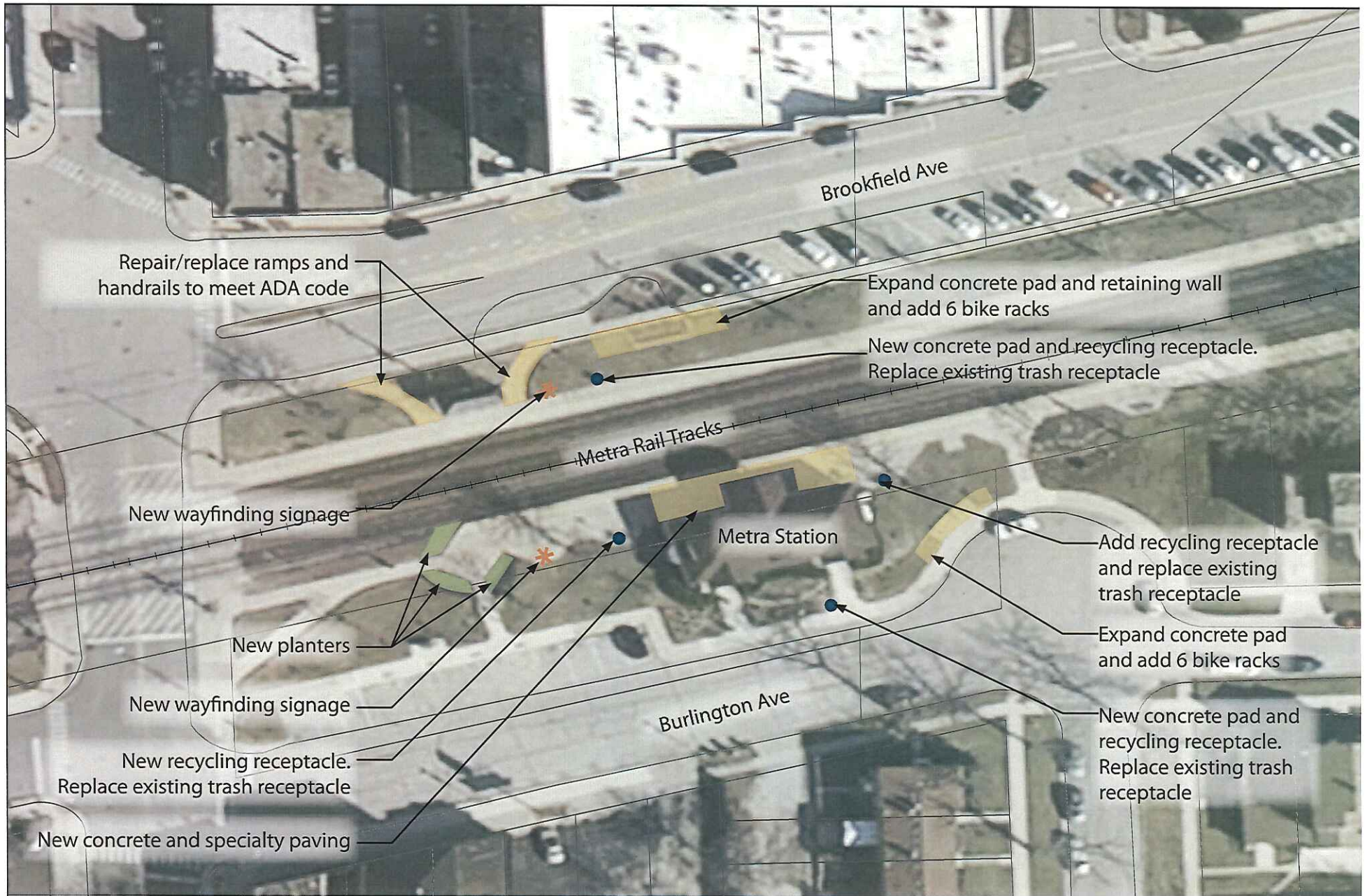
Brookfield, Illinois 60513

www.brookfieldil.gov

708-485-7344



EXHIBIT B



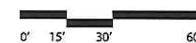
Brookfield Metra Station WSMTD Grant Exhibits

Brookfield, Illinois



NORTH

SCALE: 1"=60'



ISSUE DATE: February 1, 2016
All drawings are preliminary and subject to change.
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PREPARED FOR
Village of
Brookfield

EXHIBIT C



Concept Cost Opinion

Date: February 1, 2016
 RE: WSMTD Grant Cost Estimates
 Project: Brookfield Metra Station

Construction Costs						
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1 Contracting and General Requirements						
	contracting requirements	1	LS	3.0%	\$3,588.00	
	general requirements	1	LS	3.0%	\$3,588.00	
	layout	1	LS	1.0%	\$1,196.00	
Contracting and General Requirements Subtotals :					\$	8,372
024119 Selective Structure Demolition						
	remove existing shelter	OMITTED FROM PROJECT				
					Section Subtotal:	\$ -
033000 Cast-in-Place Concrete						
	new shelter foundation	OMITTED FROM PROJECT				
	replaced stairs	OMITTED FROM PROJECT				
	sign footings	2	EA	\$ 300	\$ 600	
					Section Subtotal:	\$ 600
034500 Precast Architectural Concrete						
	new shelter wall cap	OMITTED FROM PROJECT				
					Section Subtotal:	\$ -
042000 Unit Masonry						
	new shelter wall (brick veneer)	OMITTED FROM PROJECT				
	existing metra station tuck pointing		SFF	\$ 10	\$ -	
					Section Subtotal:	\$ -
055213 Pipe and Tube Railings						
	stair handrail (2 sides)	OMITTED FROM PROJECT				
	ramp handrail (2 sides)	200	LF	\$ 50	\$ 10,000	
					Section Subtotal:	\$ 10,000

101400 Signage					
wayfinding signs	2	EA	\$ 2,500	\$ 5,000	
				Section Subtotal:	\$ 5,000

129300 Site Furnishings					
interior bench, double sided (inside station)	30	LF	\$ 200	\$ 6,000	
exterior bench	4	EA	\$ 1,800	\$ 7,200	
trash receptacle	2	EA	\$ 1,000	\$ 2,000	
recycle receptacle	2	EA	\$ 1,000	\$ 2,000	
bike rack	12	EA	\$ 500	\$ 6,000	
				Section Subtotal:	\$ 23,200

265600 Exterior Lighting					
NOT INCLUDED					
				Section Subtotal:	\$ -

311000 Site Clearing					
temporary sediment and erosion controls	1	LS	\$ 2,500	\$ 2,500	
temporary construction fence	1	LS	\$ 3,000	\$ 3,000	
tree protection	1	LS	\$ 1,000	\$ 1,000	
tree removal, clearing and grubbing	1	LS	\$ 1,000	\$ 1,000	
remove concrete paving	3,000	SF	\$ 3	\$ 9,000	
remove concrete paving - ramp	900	SF	\$ 3	\$ 2,700	
remove concrete paving - stairs	OMITTED FROM PROJECT				
remove timber wall	OMITTED FROM PROJECT				
remove existing furnishings	OMITTED FROM PROJECT				
				Section Subtotal:	\$ 19,200

312000 Earth Moving					
earthwork	1	LS	\$ 10,000	\$ 10,000	
import topsoil	1	LS	\$ 3,000	\$ 3,000	
				Section Subtotal:	\$ 13,000

321216 Asphalt Paving					
NOT USED					
				Section Subtotal:	\$ -

321313 Concrete Paving and Curbs					
concrete paving	1,500	SF	\$ 8	\$ 12,000	
concrete paving - color concrete	1,500	SF	\$ 10	\$ 15,000	
concrete paving - ramps	900	SF	\$ 8	\$ 7,200	
				Section Subtotal:	\$ 34,200

321400 Unit Paving					
brick pavers - station platform	OMITTED FROM PROJECT				
				Section Subtotal:	\$ -

323223 Segmental Retaining Walls					
expand unit retaining wall at bike racks	OMITTED FROM PROJECT				
replace timber retaining wall	OMITTED FROM PROJECT				
				Section Subtotal:	\$ -

329200 Turf and Grasses					
sod	1	LS	\$ 5,000	\$ 5,000	
Section Subtotal:					\$ 5,000

329300 Plants					
shade tree	3	EA	\$ 600	\$ 1,800	
ornamental tree	5	EA	\$ 500	\$ 2,500	
planting beds	600	SF	\$ 6	\$ 3,600	
mulch	1	LS	\$ 1,500	\$ 1,500	
Section Subtotal:					\$ 9,400

334100 Sub drainage					
wall underdrain pipe	OMITTED FROM PROJECT				
Section Subtotal:					\$ -
Construction Cost Subtotals:					\$ 119,600
Total Construction Cost Subtotals:					\$ 127,972

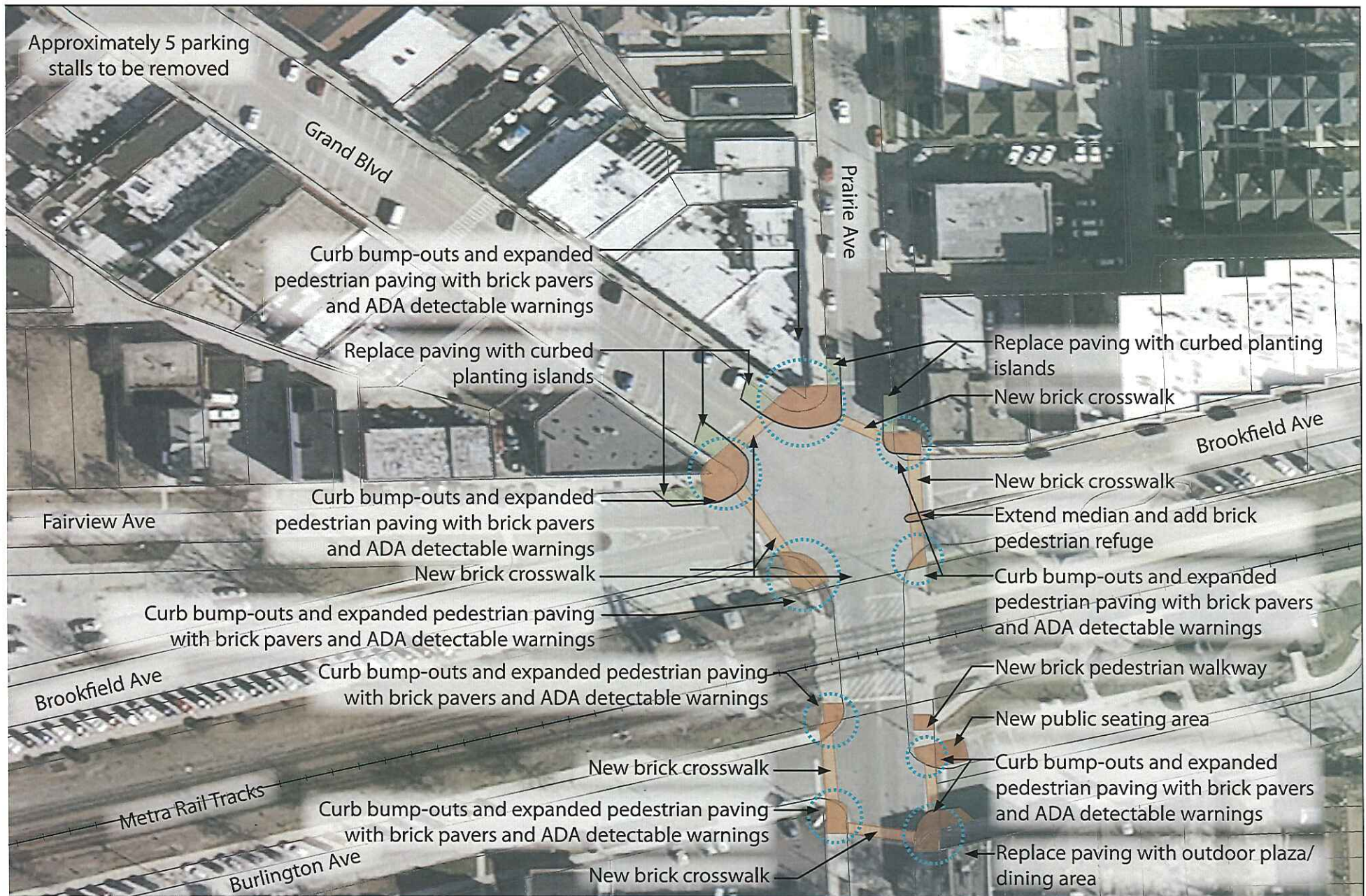
Other Project Costs					
design contingency (%)	1	LS	15%	\$ 19,195.80	
bid contingency (%)	1	LS	5%	\$ 6,398.60	
construction contingency (%)	1	LS	10%	\$ 12,797.20	
site survey	1	LS	1%	\$ 1,279.72	
soil borings	1	LS	1%	\$ 1,279.72	
permitting	1	LS	1%	\$ 1,279.72	
construction testing services	1	LS	1%	\$ 1,279.72	
Subtotal:					\$ 43,510

Escalation					
Escalation year 1	1	LS	2%	\$ 3,429.65	
Subtotal:					\$ 3,430

Design and Engineering					
dd/cd phase services (%)	1	LS	10%	\$ 17,491.21	
construction phase services (%)	1	LS	2.5%	\$ 4,372.80	
Subtotal:					\$ 21,864

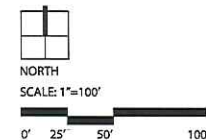
PROJECT TOTAL: \$ 196,776

EXHIBIT D



Brookfield Metra Station Intersection WSMTD Grant Exhibits

Brookfield, Illinois



ISSUE DATE: February 1, 2016
 All drawings are preliminary and subject to change.
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 Brookfield

EXHIBIT E



Concept Cost Opinion

Date: February 1, 2016
 RE: WSMTD Grant Cost Estimates
 Project: Intersection at the Brookfield Metra Station

Construction Costs						
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1	Contracting and General Requirements					
	contracting requirements	1	LS	3.0%	\$4,002.90	
	general requirements	1	LS	3.0%	\$4,002.90	
	layout	1	LS	1.0%	\$1,334.30	
Contracting and General Requirements Subtotals:						\$ 9,340

265600 Exterior Lighting	
NOT INCLUDED	
Section Subtotal:	\$ -

311000 Site Clearing						
temporary sediment and erosion controls	1	LS	\$	2,500	\$	2,500
temporary construction fence/barriers	1	LS	\$	3,000	\$	3,000
tree protection	1	LS	\$	500	\$	500
tree removal, clearing and grubbing	1	LS	\$	500	\$	500
remove concrete paving	2,030	SF	\$	3	\$	6,090
remove concrete curb	102	LF	\$	10	\$	1,020
remove asphalt paving	13,200	SF	\$	2	\$	26,400
remove timber wall	OMITTED FROM PROJECT					
					Section Subtotal:	\$ 40,010

312000 Earth Moving						
earthwork	1	LS	\$	10,000	\$	10,000
import topsoil	1	LS	\$	2,500	\$	2,500
					Section Subtotal:	\$ 12,500

321216 Asphalt Paving						
asphalt patch-vehicular (along new curbs)		81	SY	\$	36	\$ 2,920
Section Subtotal:						\$ 2,920

321313 Concrete Paving and Curbs						
concrete curb & gutter	365	LF	\$	24	\$	8,760
concrete band (at crosswalks)	687	LF	\$	20	\$	13,740
Section Subtotal:						\$ 22,500

321400 Unit Paving						
brick pavers - pedestrian	OMITTED FROM PROJECT					
brick pavers - crosswalk	2,200	SF	\$	20	\$	44,000
Section Subtotal:						\$ 44,000

323223 Segmental Retaining Walls						
replace timber retaining wall	OMITTED FROM PROJECT					
Section Subtotal:						\$ -

329200 Turf and Grasses						
sod	1	LS	\$	1,500	\$	1,500
Section Subtotal:						\$ 1,500

329300 Plants						
shade tree	3	EA	\$	600	\$	1,800
planting beds	1,200	SF	\$	6	\$	7,200
mulch	1	LS	\$	1,000	\$	1,000
Section Subtotal:						\$ 10,000

Construction Cost Subtotals:	\$ 133,430
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Total Construction Cost Subtotals:	\$ 142,770
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Other Project Costs						
design contingency (%)	1	LS	15%	\$	21,415.52	
bid contingency (%)	1	LS	5%	\$	7,138.51	
construction contingency (%)	1	LS	10%	\$	14,277.01	
site survey	1	LS	1%	\$	1,427.70	
soil borings	1	LS	1%	\$	1,427.70	
permitting	1	LS	1%	\$	1,427.70	
construction testing services	1	LS	1%	\$	1,427.70	
Subtotal:						\$ 48,542

Escalation						
Escalation year 1	1	LS	2%	\$	3,826.24	
Subtotal:						\$ 3,826

Design and Engineering						
dd/cd phase services (%)	1	LS	10%	\$	19,513.82	
construction phase services (%)	1	LS	2.5%	\$	4,878.45	
Subtotal:						\$ 24,392

PROJECT TOTAL:	\$ 219,530
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COMMITTEE ITEM MEMO

ITEM: PZC Case 15-07 Continued, the Brookfield Public Library

COMMITTEE DATE: March 14th, 2016

PREPARED BY: Emily Egan, Village Planner

PURPOSE: Final Planned Development and special use application from the Brookfield Public Library

BUDGET AMOUNT: N/A

BACKGROUND:

The Brookfield Public Library has been working with the Village of Brookfield on a Planned Development (PD) since 2012. The Planning and Zoning Commission (PZC) held a public hearing concerning the final PD and special use application submitted by the Brookfield Public Library (BPL) on October 22nd, 2015.

The Village Attorney and the Village Planner prepared a draft of *An Ordinance to Approve and Authorize a Final Planned Development and Special Use Application for the Brookfield Public Library* based upon the recommendation of the Planning and Zoning Commission and the consideration of the case before the Committee of the Whole on November 9th, 2015. The draft ordinance was reviewed by the BPL. The BPL requested three revisions; two revisions to the conditions recommended by the Planning and Zoning Commission, the third proposed revision is to the time limitation imposed by Section 62-822(18) of the Zoning Code. Section 62-822(18) of the Village Code states that the special use permit issued for the planned development shall automatically, and with no further action by the Village Board of Trustees, expire 24 months after the final action of approval by the Village Board of Trustees unless substantial completion of construction of the public improvements and commencement of construction of the uses approved in the planned development are achieved within 24 months after the final action of approval of the ordinance by the Village Board of Trustees.

At the February 25th, 2016 PZC meeting the Commissioners reviewed the requests from the BPL. After the BPL presented and the public had an opportunity to comment, the Commissioners deliberated on the matter. The findings of fact discussed at the PZC meeting resulted in the commissioners altering two of the BPL proposed language revisions. They are as follows:

BPL Proposed Revised Language:

- (c) Install a car charging station in the parking lot if research proves it will have a positive carbon offset;
- (f) Divert 50% of construction and demolition debris by weight from landfills.

PZC Approved Proposed Revised Language:

- (c) Install a conduit for a car charging station in the parking lot to provide the potential for a car charging station at a later date;
- (f) Divert 70% of construction and demolition debris by weight from landfills.

Based upon the foregoing revisions, the PZC voted on and unanimously approved three amendments to the ordinances as presented on November 9th, 2015:

(15) The Petitioner shall minimize tower height while allowing stair and elevator access to the roof and add transparency via typical glazing units as allowable by code.

(16)-The Petitioner shall improve sustainable technology and practices including:

- (a) Adding educational signage and display that explains project sustainable practices;
- (b) Use high content recycled materials for carpet, indoor and outdoor furniture when practical;
- (c) Install a conduit for a car charging station in the parking lot to provide the potential for a car charging station at a later date;
- (d) Add an oak tree to the landscape plan;
- (e) Use local materials (within 500 miles) when prudent;
- (f) Divert 70% of construction and demolition debris by weight from landfills.

Section 5. Unless the Petitioner or a successor to the Petitioner has commenced construction of the uses approved in the Final Planned Development within sixty (60) months after the final action of approval of the corporate authorities, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire sixty (60) months after the final action of approval by the corporate authorities.

ATTACHMENTS:

Exhibit A – Minutes from the February 25th PZC meeting

Exhibit B – Complete packet from the February 25th PZC meeting

STAFF RECOMMENDATION:

Staff recommend the Village Board review and request that the Village Attorney prepares an Ordinance with the revised language based upon the PZC recommendations.

REQUESTED COURSE OF ACTION:

An ordinance to approve this request be prepared and voted on at the March 28th Village Board meeting.

Exhibit A
Minutes from the February 25th PZC meeting

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE
PLANNING AND ZONING COMMISSION

HELD ON THURSDAY, FEBRUARY 25TH, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: Chairman: Charles Grund. Commissioners: Karen Ann Miller, Todd Svoboda, Christopher Straka, Patrick Benjamin, Jennifer Hendricks, and Mark Weber.

MEMBERS ABSENT: None.

ALSO PRESENT: Village Planner: Emily Egan. Keith Sbiral, Village Manager. Brian Oberhauser acting as Trustee Liaison

On Thursday, February 25th, 2016, Chairman Charles Grund called the meeting of the Planning and Zoning Commission to order at 7:00 P.M. and asked for a roll call.

Staff Update

Village Planner, Emily Egan presented a staff update. The staff update included: Brookfield's Wayfinding Sign Plan, Bike Brookfield event, review of the PZC tentative 2016 outline, Zoning Modernization updates and March PZC presentation.

Motion to Open Public Hearing - PZC Case No. 15-07 Continued

Motion by Commissioner Straka, seconded by Commissioner Hendricks, to open the Public Hearing on PZC Case No. 15-07 Continued – Consideration of a Final Planned Development and Special Use application for the Brookfield Public Library. Upon roll call, the motion carried as follows: Ayes: Commissioners Miller, Benjamin, Hendricks, Svoboda, Straka, Weber and Grund.

Chairman Grund swore in the public and then called on the petitioner to present the case. Jennifer Perry, President of the Brookfield Public Library (BPL) Board of Trustees introduced Michael Mackey, the BPL architect. Michael Mackey gave a presentation on the change of language that was requested. He reviewed the tower specifications, the educational signage, recycled materials, car charging station, and the oak tree. Commissioner Miller pointed out that there is a Cook County ordinance that requires 70% of the construction debris to be diverted from landfills.

Jennifer Perry spoke about the request to extend the timeframe from approval to permit to be extended to five years.

Commissioner Miller spoke about the emissions related to the car charging station and stated that natural gas (a key fuel used for electricity generation) produces 30 and 70 percent less emissions compared to a normal gasoline based engine. Additionally, coal is less than 50 percent of the main sources of electricity. Commissioner Miller also stated that solar panels would be a preferred option for this PD.

Keith Sbiral stated that Brookfield bids out electricity and three of the past five years have been with companies that buy green offsets.

Emily Egan reviewed the staff report.

Public Comment

Jennifer Perry said that the technology was not adequate for the car charging station and that it was not a practical use of a parking space. Suzanne Williams stated that there were many other options for car charging stations and it was not appropriate for the BPL. Sam Fisher spoke in favor of the BPL. Steve Sullivan stated that the car charging station benefits were at best debatable. Linda Kampschroeder stated that there was not enough space for a car charging space. Barbar Brei spoke in favor of the BPL. Jeanne Sheehan spoke against the car charging station. Michelle Svendsen spoke in favor of the BPL. Paul Skeeahan spoke in favor of the BPL. Sandra Baumgardner spoke in favor of the BPL.

Kim Coughran asked about next steps.

Close of Public Comment

Motion to close the public comment section of the public hearing by Commissioner Benjamin seconded by Commissioner Straka. Upon roll call, the motion carried as follows: Ayes: Miller, Benjamin, Hendricks, Svoboda, Straka, Weber, Grund.

Commissioners Deliberation

Chairman Grund explained the Planned Development process and stated the fact that the library is seeking several variations. The PZC is able to impose conditions that ensure that the public benefits are in proportion to the variations that are being granted.

Commissioner Benjamin believed the car charging station was not a critical recommendation. Commissioner Straka agreed and stated that a five year extension was within reason. Webber discussed the individual requests and stated that he would have preferred that the proposed revision elevation would have been available. Commissioner Miller agreed with the BPL's educational signage revision and explained the benefits of oak trees and the reason why that recommendation was made. Commissioner Miller also explained that the car charging station should be decided during planning stages because it is much more expensive to add the conduit in after construction. Commissioner Straka and Benjamin agreed.

Commissioner Hendricks thanked the public for their comments and stated that some of the requested revised language makes the recommendations less enforceable. Chairman Grund agreed and mentioned that the energy code for modern buildings would probably mean that the library would meet LEED certification.

The Commissioners reviewed the requested changes individually. They collectively decided on approving the changes in language requested by the BPL except for: Item (16 C) – Install a conduit for a car charging station in the parking lot to potentially be used as a car charging station at a later date, (16 F) Divert 70 percent of construction and demolition debris by weight from landfills.

Approval to Recommend PZC Case No. 15-07 to the Village Board

Motion to approve the PZC Case No. 15-07 BPL special use and Final Planned Development continued with the recommendations as discussed by Commissioner Hendricks seconded by Commissioner Straka. Upon roll call, the motion carried as follows: Ayes: Charles Grund, Karen Ann Miller, Todd Svoboda, Christopher Straka, and Patrick Benjamin.

New Business

No new business.

Old Business

Approval of Minutes: Motion by Commissioner Benjamin seconded by Commissioner Straka to approve the minutes from January 28th, 2016. Upon roll call, the motion carried as follows: Ayes: Miller, Benjamin, Svoboda, Straka, Weber, Grund. Abstain: Hendricks.

Certificates issued to the Commissioners who completed the Citizen Planner Training.

Next Meeting:

Scheduled for Thursday, March 24th, 2016.

Adjournment

Motion by Commissioner Straka seconded by Commissioner Miller to close the Public Hearing. Upon roll call, the motion carried as follows: Ayes: Grund, Miller, Svoboda, Hendricks, Straka, Weber, and Benjamin.

Charles Grund
Chairman
Planning & Zoning Commission
Village of Brookfield
Brookfield, Illinois

/s/

Exhibit B

Complete packet from the February 25th PZC meeting



Village of Brookfield

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www.brookfieldil.gov

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VILLAGE CLERK
Brigid Weber

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TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION

February 25th, 2016 at 7:00 PM
Location: Edward Barcal Hall, 8820 Brookfield Avenue
Brookfield, Illinois 60513

AGENDA

- I. Call to Order
- II. Roll Call
- III. Staff Update
 - a. Wayfinding signs
 - b. Bike Brookfield event
 - c. Tentative 2016 schedule
 - d. Zoning Modernization project update
- IV. Public Hearings

PZC Case No. 15-07 Brookfield Public Library special use Final Planned Development Continued
- V. New Business
- VI. Old Business
 - a. Approval of Minutes from January 28th, 2016
 - b. Citizen Planner Training Workshop certificates
- VII. Next Meeting

Thursday, March 24th 2016
- VIII. Public Comment (not related to agenda item IV)
- IX. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708) 485-7344 prior to the meeting. Wheelchair access may be gained through the front (south) entrance of the Village Hall.

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE
PLANNING AND ZONING COMMISSION

HELD ON THURSDAY, JANUARY 28TH, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: Chairman: Charles Grund. Commissioners: Karen Ann Miller, Todd Svoboda, Christopher Straka, and Patrick Benjamin.

MEMBERS ABSENT: Commissioners: Jennifer Hendricks, Mark Weber.

ALSO PRESENT: Village Planner: Emily Egan. Representatives from Clarendon Hills and La Grange. Consultants: Laurie Marston, FAICP and Bob Sullivan, AICP.

On Thursday, January 28th, 2016, Chairman Charles Grund called the meeting of the Planning and Zoning Commission to order at 7:00 P.M. and asked for a roll call.

Staff Update

Village Planner, Emily Egan presented a staff update. The staff update included: Comprehensive Plan updates, Zoning Modernization plan updates, reminder of the Brookfield Public Library's public hearing in February, Community and Economic Development Department's blke event in the summer, Crain's article about home sales in Brookfield.

New Business

At the January 28th PZC meeting consultants, Laurie Marston and Bob Sullivan, led a training session for the PZC Commission. This training was provided by the Chicago Metropolitan Agency for Planning (CMAP), Chaddick Institute at DePaul University, and the American Planning Association - Illinois chapter.

The training reviewed a variety of topics including: the role of the PZC, history of planning and zoning, procedures for public meetings, how to document findings of fact, standards of review for variations, economic development, land use, the role of design in planning, and ethics.

One topic discussed during the meeting was the need for clear design guidelines for developers and business owners in Brookfield. The value added by good design and investment in public space is both economic and social.

Other topics discussed were: a program that requires police approval for renters, procedures for when there is a possible conflict of interest, the value added by Planned Developments.

The commission confirmed the meeting schedule for 2016. Regular meetings will be held on the fourth Thursday of the month at 7 p.m.

Old Business – Approval of Minutes

Motion by Commissioner Benjamin seconded by Commissioner Straka approve the Planning and Zoning Commission minutes of the November 19th, 2015. Upon roll call, the motion carried as follows: Ayes: Charles Grund, Karen Ann Miller, Todd Svoboda, Christopher Straka, and Patrick Benjamin.

Next Meeting:

Scheduled for Thursday, February 25th, 2016.

Adjournment

Motion by Commissioner Straka seconded by Commissioner Svoboda to close the Public Hearing. Upon roll call, the motion carried as follows: Ayes: Charles Grund, Karen Ann Miller, Todd Svoboda, Christopher Straka, and Patrick Benjamin.

Charles Grund
Chairman
Planning & Zoning Commission
Village of Brookfield
Brookfield, Illinois

/lls



Village of Brookfield

Planning and Zoning Commission Staff Report

TO: The Village of Brookfield's Planning and Zoning Commission

HEARING DATE: February 25th, 2016

FROM: The Village of Brookfield's Community and Economic Development Department

PREPARED BY: Emily Egan, Village Planner *EE*

TITLE

PZC 15-07 Continued – The Brookfield Public Library's Final Planned Development and Special Use; Submittal of the special use Final Planned Development from the Brookfield Public Library.

GENERAL INFORMATION

APPLICANT: Brookfield Public Library
3609 Grand Boulevard
Brookfield, IL 60513
C/O Kimberly Coughran

APPLICATION/NOTICE: The application has been filed in conformance with applicable procedural and public notice requirements and the Open Meetings Act.

PROPERTY INFORMATION

EXISTING ZONING: A-1 Single Family Residence District

EXISTING LAND USE: Brookfield Public Library and open space

PROPERTY SIZE: 14,992 S.F. for the Library's current site
18,749 S.F. for the open space site

PINs: 15-34-401-016-0000 through 15-34-401-021-0000 and 15-34-411-001-0000

SURROUNDING ZONING AND LAND USES:

North:	A-1 Single Family Residential District; Single Family Home
South:	A-1 Single Family Residential District; Single Family Home
East:	A-1 Single Family Residential District; Single Family Home
West:	A-1 Single Family Residential District; Single Family Home

ANALYSIS

SUBMITTALS

This report is based on the following documents, which are on file with the Community and Economic Development Department:

1. Application for Public Hearing and Required Fees
2. Certification of Legal Notice Published February 3, 2016 in the *Riverside Brookfield Landmark*
3. Affidavit of mailed notice to property owners within 250 feet of the property indicating a Public Hearing
4. An Ordinance prepared by the Village of Brookfield's attorney after the Committee of the Whole meeting held on November 9th, 2015.
5. An Ordinance prepared by the Village of Brookfield's attorney after receiving a letter from the Brookfield Public Library representatives requesting amendments to three particular sections
6. The letter from the Brookfield Public Library's representatives requesting three amendments.
7. A matrix with additional information from the Brookfield Public Library's architect.

DESCRIPTION

On September 24th, 2015 the Brookfield Public Library ("BPL") submitted an application for a Final special use and Planned Development (PD). This Final PD application proposes a new two story building located on the currently empty site at 3541 Park Avenue. Additionally, it proposes a parking lot on the 3609 Grand Boulevard site which is currently the BPL site. The connection between these two sites is Lincoln Avenue and the plan therefore calls for a segment of Lincoln Avenue to be vacated. This proposed plan results in a library that will be 31,975 square feet with two stories and a basement. Currently, the BPL has 13,500 square feet.

The BPL has requested three revisions to the recommendations previously provided by the PZC (per submittal item number 5 referenced above).

BACKGROUND

The BPL acquired the site on 3541 Park Avenue on March 6th, 2012. On July 19th, 2012 the PZC reviewed a preliminary PD and special use application and voted 6-1 to approve it subject to the conditions noted in the initial staff report and further traffic analysis. A revised application was submitted on October 8th, 2012 and it was reviewed by the PZC on November 8th, 2012 as public hearing case No. PC 12-01. The Planning and Zoning Commission voted to conditionally approve the special use and preliminary PD by a vote of 4-1. The Committee of the Whole met on September 10th, 2012 to review and subsequently, the Village Board of Trustees voted to approve the special use and preliminary PD unanimously on December 10th, 2012.

Since 2012 the BPL has undergone minor revisions to the preliminary PD as well as a full engineering review. The engineering review has been completed and the Village Engineer recommends approval. The final PD application to be reviewed by the PZC on October 22nd, 2015 is the result of the minor revisions and changes requested from studies and public hearings within the last four years.

On September 24th, 2015 the Brookfield Public Library ("BPL") submitted an application for a Final special use and Planned Development (PD). This PD proposed a new two story building and parking lot requiring the vacation of a segment of Lincoln Avenue. The PZC reviewed the PD and made several recommendations for conditions of approval to the Village Board. They are as follows:

- a. The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram;
- b. The Petitioner shall install a sprinkler system to provide fire prevention (per the

- Village Code);
- c. Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
- d. The Petitioner shall install a new KNOX box;
- e. The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
- f. The Petitioner shall rename the Oak Avenue Extension as the Lincoln Avenue Extension;
- g. The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- h. The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- i. The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- j. The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- k. The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- l. The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- m. The Petitioner shall reduce the size of the tower and add transparent features to it;
- n. The Petitioner shall improve the sustainable technology and practices including:
 - i. Adding educational signage for all sustainable practices;
 - ii. Use recycled materials for carpet and furniture;
 - iii. Include a car charging station in the parking lot;
 - iv. Add an oak tree to the outdoor space;
 - v. Use local materials whenever possible;
 - vi. Divert construction waste from landfills.

At a Committee of the Whole (COW) meeting on November 9th, 2015 the Village Board met to review the Final PD submitted by the BPL and the recommendations for approval from the PZC.

Representatives from the BPL requested that the final PD be removed from the Board of Trustees agenda and that three of the recommendations provided by the PZC be revised. This discussion has been remanded back to the PZC to review the request before a vote by the Village Board occurs. The three recommendations that the BPL representatives have requested to be reviewed are:

1. The Petitioner shall reduce the size of the tower and add transparent features to it;
2. The Petitioner shall improve sustainable technology and practices including:
 - a. Adding educational signage for all sustainable practices;
 - b. Use recycled materials for carpet and furniture;
 - c. Include a car charging station in the parking lot;
 - d. Add an oak tree to the outdoor space;
 - e. Use local materials whenever possible;
 - f. (f) Divert construction waste from landfills.
3. Unless the Petitioner or a successor to the Petitioner substantially completed construction of the public improvements and has commenced construction of the uses approved in the Final Planned Development, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire twenty-four (24) months after the final action of approval by the corporate authorities. Upon written petition by the holder of the Final Planned

Development special use permit, and upon the finding of good cause by the corporate authorities prior to the expiration of the Final Planned Development special use permit, the corporate authorities may extend the permit for an additional period of twelve (12) months. There shall be no obligation upon the corporate authorities to extend such period.

ZONING

The BPL is located in the A-1 Single Family Residential District and is surrounded by A-1 Single Family Residential District zoning. Per Brookfield's Village Zoning Code, Planned Developments and Libraries are considered allowable as a special use in the A-1 District (Sec. 62-71).

PUBLIC COMMENT

No public comments that pertain to the final PD application have been submitted to Village Hall in person or by written document as of the writing of this report. Any comments that are submitted will be presented at the Planning and Zoning Commission public hearing.

DISCUSSION

Refer to Staff Report prepared for the PZC meeting on October 22nd, 2015.

CONDITIONS FOR APPROVAL OF FINAL PLANNED DEVELOPMENTS

A Final Planned PD Development should be reviewed on the following three criteria. (Village staff comments are in italics.)

A) Whether the proposal is in general conformity with the previously approved preliminary planned development proposal

The previously approved preliminary planned development proposal generally conforms to the final PD application reviewed here. The minor changes include a reduction of square feet from 38,600 to 31,975. This is largely due to the decrease in square feet on the northern end of the building. This reduction in square feet does not reduce library services, but allows for additional outdoor area. This also moves the library's building further away from the residential properties on the northern end of the site. This change is minor and is seen to be an improvement to the overall design.

Additional minor alterations include window placement to address privacy concerns for neighboring properties and an added Eco-Screen to mitigate summer heat. Additionally, stormwater management techniques have been changed from an underground vault system to an infiltration system. This is an enhancement in the stormwater management design because it better protects water quality while still ensuring the same level of service for stormwater management.

On the whole, the Final PD is in general conformity with the previously submitted and approved the preliminary PD.

B) Whether the proposal by virtue of its imaginative and creative design and benefits to the village, justifies the intended variations from the strict application of the subdivision standards and zoning ordinance

The BPL Final PD provides benefits to the village based on the creative design that incorporates two separate sites with public/semi-public space. Further, the larger and more modern library design will improve library lending, library programming, and other services and it therefore the public benefit justifies the variations from the strict application of the zoning ordinance.

C) Whether the proposal requires additional conditions or restrictions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances.

The proposal has been reviewed and additional conditions were recommended as conditions for approval. The three recommendations in contention should be reviewed and discussed in order to determine their significance to the protection of public interest.

CONDITIONS FOR APPROVAL OF SPECIAL USE

A special use permit should be approved by the Planning and Zoning Commission by considering the following criteria. (Village staff comments are in italics.)

If, and to what extent the proposed special use at the particular location is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole.

The proposed special use at the particular location is desirable to provide the Brookfield Public Library services. The services provided by the BPL is entirely within the interest of the public and enhance the general welfare of the zoning district and Village as a whole.

If, and to what extent, the availability of locations for such use at other sites which may permit the requested special use as a "use of right" and which may be appropriate.

Previously, different locations have been taken into consideration for a satellite library. There are no sites that a library would be approved by right for zoning currently within the Village of Brookfield. Therefore, this is an appropriate location given the land assembly already done by the BPL.

Whether due to any unique or unusual circumstances, any, special conditions, limitations, controls or other mechanisms should be undertaken to lessen or preclude any undesirable effects of granting the special use.

The considerations under review for the tower massing and transparency could be considered an undesirable effect of this special use permit. Reviewing this and other concerns raised by the BPL and the PZC, further review should be done in order to determine if any action should be undertaken to reduce undesirable effects of granting this special use permit.

INCLUDED ATTACHMENTS

APPENDIX A

An Ordinance prepared by the Village of Brookfield's attorney after the Committee of the Whole meeting held on November 9th, 2015.

APPENDIX B

An Ordinance prepared by the Village of Brookfield's attorney after receiving a letter from the Brookfield Public Library representatives requesting amendments to three particular sections.

APPENDIX C

The letter from the Brookfield Public Library's representatives requesting three amendments.

APPENDIX D

A matrix with additional information from the Brookfield Public Library's architect.

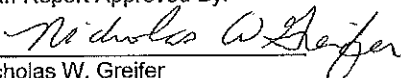
RECOMMENDATIONS

Based on the analysis above, Village staff believes that the BPL special use Final PD application should be either be approved with the conditions recommended by the PZC at the October 22nd 2015 meeting or approved with a revised version of those conditions based on the request made by the BPL (per submittal 5 referenced above).

Village staff does recommend approval of the request to extend the twenty-four (24) months approval expiration date. Staff recommends that the extension be for forty-eight (48) months. Given that an additional twelve (12) month extension approved by the Village Manager is possible with upon written petitioner by the holder of the Final Planned Development special use permit.

The Planning and Zoning Commission should discuss and determine whether the special use Final PD should be recommended to the Village Board of Trustees for approval, or approval with conditions.

Staff Report Approved By:


Nicholas W. Greifer
Village of Brookfield
Community and Economic Development Director

APPENDIX A

An Ordinance prepared by the Village of Brookfield's attorney after the Committee of the Whole meeting held on November 9th, 2015.

ORDINANCE NO. 2015 - _____

**AN ORDINANCE TO APPROVE AND AUTHORIZE A
FINAL PLANNED DEVELOPMENT AND SPECIAL USE APPLICATION
FOR THE BROOKFIELD PUBLIC LIBRARY**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 9TH DAY OF NOVEMBER 2015**

Published in pamphlet form by authority of the
corporate authorities of the Village of Brookfield,
Illinois, the 9th day of November 2015

ORDINANCE NO. 2015 - _____

**AN ORDINANCE TO APPROVE AND AUTHORIZE A
FINAL PLANNED DEVELOPMENT AND SPECIAL USE APPLICATION
FOR THE BROOKFIELD PUBLIC LIBRARY**

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of the Village of Brookfield, Illinois, the petitioner, Brookfield Public Library the owner of the real estate commonly known as 3609 Grand Boulevard, Brookfield, Illinois ("Subject Property"), has filed a Final Planned Development and Special Use Application for a planned development for a 31,975 square foot (reduced from a 38,600 square foot) public library facility (the "Final Planned Development");

WHEREAS, the Subject Property is presently zoned A-1 Single Family Residential District and abuts property on north, south, east and west sides presently zoned A-1 Single Family Residential District;

WHEREAS, all of the materials required by Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois have been timely submitted, the Final Planned Development and Special Use Application was reviewed by the village staff and Petitioner attended a planned development conference with the Village Manager, the Village Planner, the Village Engineer, and the Department Director;

WHEREAS, after due public notice having been published in the *Brookfield Landmark* on October 7, 2015, and otherwise made by the applicant in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Final Planned Development and Special Use

Application on October 22nd, at 7:00 p.m. before the Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required materials, took sworn testimony and accepted evidence pertaining to the Final Planned Development and Special Use for consideration of the requested Final Planned Development and Special Use Application, and all persons who desired to be heard on the matter were heard;

WHEREAS, based on the evidence presented at the public hearing, the Planning and Zoning Commission and made the following findings of fact:

1. The proposal is in general conformity with the previously approved preliminary planned development proposal. The minor changes include a reduction of the building area from 38,600 to 31,975 square feet. The reduction is largely due to the decrease in square footage on the northern end of the building. This reduction in square footage does not reduce library services, but allows for additional outdoor area. This also moves the library's building further away from the residential properties on the northern end of the site. This change is minor and is seen to be an improvement to the overall design because of the additional actively used open and green space. Additional minor alterations include window placement to address privacy concerns for neighboring properties and an added Eco-Screen to mitigate summer heat. Additionally, stormwater management techniques have been changed from an underground vault system to an infiltration system. This is an enhancement in the stormwater management design because it better protects water quality while still ensuring the same level of service for stormwater management. It should also be noted that that the Petitioner has made certain stormwater management enhancements in response to a new Stormwater Management Ordinance enacted between the approval of the preliminary Planned Development and the application for approval of the Final Planned Development (Ordinance 15-29 adopted in April 2015.);
2. The proposal by virtue of its imaginative and creative design and benefits to the village, justifies the intended variations from the strict application of the subdivision standards and zoning ordinance because it incorporates two separate sites with public/semi-public space. This additional space is greatly needed in the area as discussed in the Brookfield Open Space Plan. Further, the larger and more modern library design will improve library lending, library programming, and other services;

3. The proposal requires additional conditions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances including;
 - a. The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram;
 - b. The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
 - c. Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
 - d. The Petitioner shall install a new KNOX box;
 - e. The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
 - f. The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
 - g. The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
 - h. The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
 - i. The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
 - j. The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
 - k. The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
 - l. The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
 - m. The Petitioner shall reduce the size of the tower and add transparent features to it;
 - n. The Petitioner shall improve the sustainable technology and practices including:
 - i. Adding educational signage for all sustainable practices;
 - ii. Use recycled materials for carpet and furniture;
 - iii. Include a car charging station in the parking lot;
 - iv. Add an oak tree to the outdoor space;
 - v. Use local materials whenever possible;
 - vi. Divert construction waste from landfills.

WHEREAS, the Planning and Zoning Commission having duly considered the question of approval of the requested Final Planned Development and Special Use Application, based upon the foregoing findings of fact, found that the standards for the

Special Use Permit and Final Planned Development have been met and issued a written determination and recommendation that the proposed Special Use Permit and Final Planned Development be approved with conditions which recommendation is attached hereto as Exhibit "A" and made a part hereof;

WHEREAS, the corporate authorities of the village, having reviewed all materials relevant to the Special Use Permit and the Final Planned Development and the recommendations of Village Staff and the Planning and Zoning Commission, find that all requisite conditions for the approval of the Special Use Permit and the Final Planned Development have been met by the Petitioner and that it is in the best interests of the Village that the Special Use Permit and the Final Planned Development for the Subject Property be approved, subject to the conditions set forth in this ordinance.

NOW, THEREFORE, be it ordained by the Village President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and make the findings as hereinabove set forth.

Section 2. The Subject Property is commonly known as 3609 Grand Boulevard and 3541 Park Avenue Brookfield, Illinois, and is legally described as follows:

Lots 38, 39, 40, 41, 42, 43, 44, 45 and 46 in Block 12 together with Lots 25, 26, 27, 28, 29 and 30 in Block 6 in Grossdale, being a subdivision of the southeast ¼ of Section 34, Township 39 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3609 Grand Boulevard and 3541 Park Avenue, Brookfield,
Illinois 60513

Permanent Index Number: 15-34-401-016-0000 through 15-34-401-021-0000 and 15-34-411-001-0000

Section 3. The corporate authorities of the village hereby grant a Special Use Permit for a Planned Development for a 31,975 square foot public library facility and approve the Final Planned Development submitted by the Petitioner as set forth in Exhibit B attached hereto and made a part hereof subject to the conditions

- (1) That the Petitioner dedicate to the Village sufficient right-of-way for and construct, in compliance with Village standards, the extension of Oak Avenue between Lincoln Avenue and Grand Boulevard as depicted on the proposed plan attached hereto as Exhibit "B" and made a part hereof;
- (2) That the Village and the Petitioner are able to negotiate a mutually acceptable agreement to vacate the portion of the existing right-of-way of Lincoln Avenue between Oak Avenue and Grand Boulevard located on the Subject Property.
- (3) The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram attached hereto as Exhibit "C" and made a part hereof;
- (4) The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
- (5) Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
- (6) The Petitioner shall install a new KNOX box;
- (7) The design of the building shall incorporate at least one (preferably two)

emergency exits along the eastern side of the building;

- (8) The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
- (9) The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- (10) The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- (11) The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- (12) The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- (13) The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- (14) The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- (15) The Petitioner shall reduce the size of the tower and add transparent features to it;
- (16) The Petitioner shall improve the sustainable technology and practices including:
 - (a) Adding educational signage for all sustainable practices;
 - (b) Use recycled materials for carpet and furniture;
 - (c) Include a car charging station in the parking lot;

- (d) Add an oak tree to the outdoor space;
- (e) Use local materials whenever possible;
- (f) Divert construction waste from landfills.

The approval of the Final Planned Development includes variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
- 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
- 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

These variations are based upon the following interpretations of the proposed Final Planned Development:

- 1) The Subject Property is considered a unified development lot; and
- 2) Park Avenue is considered the primary frontage, establishing the lot line along Park Avenue as the front lot line.

Section 4. Except as modified by the relief granted, all improvements to the Subject Property shall be constructed in compliance with all other provisions of the Zoning Ordinance.

Section 5. Unless the Petitioner or a successor to the Petitioner has substantially completed construction of the public improvements and has commenced construction of the uses approved in the Final Planned Development, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire twenty-four (24) months after the final action of approval by the corporate authorities. Upon written petition by the holder of the Final Planned Development special use permit, and upon the finding of good cause by the corporate authorities prior to the expiration of the Final Planned Development special use permit, the corporate authorities may extend the permit for an additional period of twelve (12) months. There shall be no obligation upon the corporate authorities to extend such period.

Section 6. If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this ordinance are declared to be severable.

Section 7. All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

Section 8: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 9th day of November 2015 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 9th day of November 2015.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 9th day of November 2015:

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT A

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From: Village of Brookfield Planning and Zoning Commission
To: President and Board of Trustees of the Village of Brookfield, Illinois
Re: PZC 15-07 3609 Grand Boulevard
Applicant: Brookfield Public Library

Special Use Application requesting approval of a Final Planned Development to construct a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
 - 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
 - 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
 - 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');
- to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois.
-

Due public notice was published in the *Brookfield Landmark* on October 7, 2015, and otherwise made by the applicant in conformity with the requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the applicant's Special Use Application and Application for Approval of a Final Planned Development on Thursday, October 22, 2015 at 7:00 p.m. and before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Application and

Final Planned Development Application materials, took sworn testimony and accepted evidence pertaining to the Special Use Application and the Final Planned Development Application for consideration of the requested special use and the Final Planned Development; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of a special use to permit the construction of a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half ($2 \frac{1}{2}$) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
- 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
- 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois.

Based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

1. The proposal is in general conformity with the previously approved preliminary planned development proposal. The minor changes include a reduction of the building area from 38,600 to 31,975 square feet. The reduction is largely due to the decrease in square footage on the northern end of the building. This reduction in square footage does not reduce library services, but allows for additional outdoor area. This also moves the library's building further away from the residential properties on the northern end of the site. This change is minor and is seen to be an improvement to the overall design because of the additional actively used open and green space. Additional minor alterations include window placement to address privacy concerns for neighboring properties and an added Eco-Screen to mitigate summer heat. Additionally, stormwater management techniques have been changed from an underground vault system to an infiltration system. This is an enhancement in the stormwater management design because it better protects water quality while still ensuring the same level of service for stormwater management. It should also be noted that the Petitioner has made certain stormwater management enhancements in response to a new Stormwater Management Ordinance enacted between the approval of the preliminary Planned Development and the application for approval of the Final Planned Development (Ordinance 15-29 adopted in April 2015.);
2. The proposal by virtue of its imaginative and creative design and benefits to the village, justifies the intended variations from the strict application of the subdivision standards and zoning ordinance because it incorporates two separate sites with public/semi-public space. This additional space is greatly needed in the area as discussed in the Brookfield Open Space Plan. Further, the larger and more modern library design will improve library lending, library programming, and other services;
3. The proposal requires additional conditions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances including;
 - a. The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram;
 - b. The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
 - c. Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
 - d. The Petitioner shall install a new KNOX box;
 - e. The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
 - f. The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
 - g. The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
 - h. The three Autumn Blaze Maples located on the eastern side of Grand

Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;

- i. The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- j. The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- k. The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- l. The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- m. The Petitioner shall reduce the size of the tower and add transparent features to it;
- n. The Petitioner shall improve the sustainable technology and practices including:

- i. Adding educational signage for all sustainable practices;
- ii. Use recycled materials for carpet and furniture;
- iii. Include a car charging station in the parking lot;
- iv. Add an oak tree to the outdoor space;
- v. Use local materials whenever possible;
- vi. Divert construction waste from landfills.

Based on the evidence presented at the hearing, the Planning and Zoning Commission the applicable standards have been met and proved by the applicant:

The Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested special use to permit the construction of a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');

3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');

4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois provided that the following conditions are satisfied by the applicant:

- (1) That the Petitioner dedicate to the Village sufficient right-of-way for and construct, in compliance with Village standards, the extension of Oak Avenue between Lincoln Avenue and Grand Boulevard as depicted on the proposed plan attached hereto as Exhibit "B":
- (2) That the Village and the Petitioner are able to negotiate a mutually acceptable agreement to vacate the portion of the existing right-of-way of Lincoln Avenue between Oak Avenue and Grand Boulevard located on the Subject Property.
- (3) The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram attached hereto as Exhibit "C";
- (4) The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
- (5) Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
- (6) The Petitioner shall install a new KNOX box;

- (7) The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
- (8) The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
- (9) The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- (10) The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- (11) The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- (12) The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- (13) The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- (14) The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- (15) The Petitioner shall reduce the size of the tower and add transparent features to it;
- (16) The Petitioner shall improve the sustainable technology and practices including:
 - (a) Adding educational signage for all sustainable practices;
 - (b) Use recycled materials for carpet and furniture;

- (c) Include a car charging station in the parking lot;
- (d) Add an oak tree to the outdoor space;
- (e) Use local materials whenever possible;
- (f) Divert construction waste from landfills.

APPENDIX B

An Ordinance prepared by the Village of Brookfield's attorney after receiving a letter from the Brookfield Public Library representatives requesting amendments to three particular sections.

ORDINANCE NO. 2015 - _____

**AN ORDINANCE TO APPROVE AND AUTHORIZE A
FINAL PLANNED DEVELOPMENT AND SPECIAL USE APPLICATION
FOR THE BROOKFIELD PUBLIC LIBRARY**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 14TH DAY OF DECEMBER 2015

Published in pamphlet form by authority of the
corporate authorities of the Village of Brookfield,
Illinois, the 14th day of December 2015

ORDINANCE NO. 2015 - _____

**AN ORDINANCE TO APPROVE AND AUTHORIZE A
FINAL PLANNED DEVELOPMENT AND SPECIAL USE APPLICATION
FOR THE BROOKFIELD PUBLIC LIBRARY**

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and the applicable provisions of Chapter 62 entitled "Zoning" of the Code of Ordinances of the Village of Brookfield, Illinois, the petitioner, Brookfield Public Library the owner of the real estate commonly known as 3609 Grand Boulevard, Brookfield, Illinois ("Subject Property"), has filed a Final Planned Development and Special Use Application for a planned development for a 31,975 square foot (reduced from a 38,600 square foot) public library facility (the "Final Planned Development");

WHEREAS, the Subject Property is presently zoned A-1 Single Family Residential District and abuts property on north, south, east and west sides presently zoned A-1 Single Family Residential District;

WHEREAS, all of the materials required by Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois have been timely submitted, the Final Planned Development and Special Use Application was reviewed by the village staff and Petitioner attended a planned development conference with the Village Manager, the Village Planner, the Village Engineer, and the Department Director;

WHEREAS, after due public notice having been published in the *Brookfield Landmark* on October 7, 2015, and otherwise made by the applicant in conformity with requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Final Planned Development and Special Use

Application on October 22nd, at 7:00 p.m. before the Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required materials, took sworn testimony and accepted evidence pertaining to the Final Planned Development and Special Use for consideration of the requested Final Planned Development and Special Use Application, and all persons who desired to be heard on the matter were heard;

WHEREAS, based on the evidence presented at the public hearing, the Planning and Zoning Commission and made the following findings of fact:

1. The proposal is in general conformity with the previously approved preliminary planned development proposal. The minor changes include a reduction of the building area from 38,600 to 31,975 square feet. The reduction is largely due to the decrease in square footage on the northern end of the building. This reduction in square footage does not reduce library services, but allows for additional outdoor area. This also moves the library's building further away from the residential properties on the northern end of the site. This change is minor and is seen to be an improvement to the overall design because of the additional actively used open and green space. Additional minor alterations include window placement to address privacy concerns for neighboring properties and an added Eco-Screen to mitigate summer heat. Additionally, stormwater management techniques have been changed from an underground vault system to an infiltration system. This is an enhancement in the stormwater management design because it better protects water quality while still ensuring the same level of service for stormwater management. It should also be noted that the Petitioner has made certain stormwater management enhancements in response to a new Stormwater Management Ordinance enacted between the approval of the preliminary Planned Development and the application for approval of the Final Planned Development (Ordinance 15-29 adopted in April 2015.);
2. The proposal by virtue of its imaginative and creative design and benefits to the village, justifies the intended variations from the strict application of the subdivision standards and zoning ordinance because it incorporates two separate sites with public/semi-public space. This additional space is greatly needed in the area as discussed in the Brookfield Open Space Plan. Further, the larger and more modern library design will improve library lending, library programming, and other services;

3. The proposal requires additional conditions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances including;
 - a. The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram;
 - b. The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
 - c. Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
 - d. The Petitioner shall install a new KNOX box;
 - e. The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
 - f. The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
 - g. The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
 - h. The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
 - i. The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
 - j. The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
 - k. The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
 - l. The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
 - m. The Petitioner shall reduce the size of the tower and add transparent features to it;
 - n. The Petitioner shall improve the sustainable technology and practices including:
 - i. Adding educational signage for all sustainable practices;
 - ii. Use recycled materials for carpet and furniture;
 - iii. Include a car charging station in the parking lot;
 - iv. Add an oak tree to the outdoor space;
 - v. Use local materials whenever possible;
 - vi. Divert construction waste from landfills.

WHEREAS, the Planning and Zoning Commission having duly considered the question of approval of the requested Final Planned Development and Special Use Application, based upon the foregoing findings of fact, found that the standards for the

Special Use Permit and Final Planned Development have been met and issued a written determination and recommendation that the proposed Special Use Permit and Final Planned Development be approved with conditions which recommendation is attached hereto as Exhibit "A" and made a part hereof;

WHEREAS, the corporate authorities of the village, having reviewed all materials relevant to the Special Use Permit and the Final Planned Development and the recommendations of Village Staff and the Planning and Zoning Commission, find that all requisite conditions for the approval of the Special Use Permit and the Final Planned Development have been met by the Petitioner and that it is in the best interests of the Village that the Special Use Permit and the Final Planned Development for the Subject Property be approved, subject to the conditions set forth in this ordinance.

NOW, THEREFORE, be it ordained by the Village President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and make the findings as hereinabove set forth.

Section 2. The Subject Property is commonly known as 3609 Grand Boulevard and 3541 Park Avenue Brookfield, Illinois, and is legally described as follows:

Lots 38, 39, 40, 41, 42, 43, 44, 45 and 46 in Block 12 together with Lots 25, 26, 27, 28, 29 and 30 in Block 6 in Grossdale, being a subdivision of the southeast ¼ of Section 34, Township 39 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3609 Grand Boulevard and 3541 Park Avenue, Brookfield,
Illinois 60513

Permanent Index Number: 15-34-401-016-0000 through 15-34-401-021-0000 and 15-34-411-001-0000

Section 3. The corporate authorities of the village hereby grant a Special Use Permit for a Planned Development for a 31,975 square foot public library facility and approve the Final Planned Development submitted by the Petitioner as set forth in Exhibit B attached hereto and made a part hereof subject to the conditions:

- (1) That the Petitioner dedicate to the Village sufficient right-of-way for and construct, in compliance with Village standards, the extension of Oak Avenue between Lincoln Avenue and Grand Boulevard as depicted on the proposed plan attached hereto as Exhibit "B" and made a part hereof;
- (2) That the Village and the Petitioner are able to negotiate a mutually acceptable agreement to vacate the portion of the existing right-of-way of Lincoln Avenue between Oak Avenue and Grand Boulevard located on the Subject Property.
- (3) The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram attached hereto as Exhibit "C" and made a part hereof;
- (4) The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
- (5) Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
- (6) The Petitioner shall install a new KNOX box;
- (7) The design of the building shall incorporate at least one (preferably two)

emergency exits along the eastern side of the building;

- (8) The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
- (9) The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- (10) The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- (11) The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- (12) The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- (13) The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- (14) The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- (15) The Petitioner shall ~~reduce the size of~~minimize the tower height while allowing stair and elevator access to the roof and add transparent transparency via typical glazing units as allowable by the Village's codes~~features to it~~;
- (16) The Petitioner shall improve the sustainable technology and practices including:
 - (a) Adding educational signage ~~for all~~and display that explains

- project sustainable practices;
- (b) Use high content recycled materials for carpet and indoor and outdoor furniture when practical;
 - (c) ~~Include~~ Install a car charging station in the parking lot if research proves it will have a positive carbon offset;
 - (d) Add an oak tree to the outdoor space;
 - (e) Use local materials (within 500 miles) ~~whenever possible~~ prudent;
 - (f) Divert fifty percent (50%) of construction and demolition debris by weight waste from landfills.

The approval of the Final Planned Development includes variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
- 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
- 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

These variations are based upon the following interpretations of the proposed Final Planned Development:

- 1) The Subject Property is considered a unified development lot; and
- 2) Park Avenue is considered the primary frontage, establishing the lot line along Park Avenue as the front lot line.

Section 4. Except as modified by the relief granted, all improvements to the Subject Property shall be constructed in compliance with all other provisions of the Zoning Ordinance.

Section 5. Unless the Petitioner or a successor to the Petitioner ~~has substantially completed construction of the public improvements and~~ has commenced construction of the uses approved in the Final Planned Development within sixty (60) months after the final action of approval by the corporate authorities, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire ~~twenty-four~~sixty (2460) months after the final action of approval by the corporate authorities. ~~Upon written petition by the holder of the Final Planned Development special use permit, and upon the finding of good cause by the corporate authorities prior to the expiration of the Final Planned Development special use permit, the corporate authorities may extend the permit for an additional period of twelve (12) months. There shall be no obligation upon the corporate authorities to extend such period.~~

Section 6. If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or

validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this ordinance are declared to be severable.

Section 7. All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

Section 8: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 14th day of December 2015 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 14th day of December 2015.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 14th day of December 2015:

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT A

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From: Village of Brookfield Planning and Zoning Commission
To: President and Board of Trustees of the Village of Brookfield, Illinois
Re: PZC 15-07 3609 Grand Boulevard
Applicant: Brookfield Public Library

Special Use Application requesting approval of a Final Planned Development to construct a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
 - 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
 - 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
 - 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');
- to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois.
-

Due public notice was published in the *Brookfield Landmark* on October 7, 2015, and otherwise made by the applicant in conformity with the requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the applicant's Special Use Application and Application for Approval of a Final Planned Development on Thursday, October 22, 2015 at 7:00 p.m. and before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Application and

Final Planned Development Application materials, took sworn testimony and accepted evidence pertaining to the Special Use Application and the Final Planned Development Application for consideration of the requested special use and the Final Planned Development; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of a special use to permit the construction of a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
- 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
- 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois.

Based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

1. The proposal is in general conformity with the previously approved preliminary planned development proposal. The minor changes include a reduction of the building area from 38,600 to 31,975 square feet. The reduction is largely due to the decrease in square footage on the northern end of the building. This reduction in square footage does not reduce library services, but allows for additional outdoor area. This also moves the library's building further away from the residential properties on the northern end of the site. This change is minor and is seen to be an improvement to the overall design because of the additional actively used open and green space. Additional minor alterations include window placement to address privacy concerns for neighboring properties and an added Eco-Screen to mitigate summer heat. Additionally, stormwater management techniques have been changed from an underground vault system to an infiltration system. This is an enhancement in the stormwater management design because it better protects water quality while still ensuring the same level of service for stormwater management. It should also be noted that the Petitioner has made certain stormwater management enhancements in response to a new Stormwater Management Ordinance enacted between the approval of the preliminary Planned Development and the application for approval of the Final Planned Development (Ordinance 15-29 adopted in April 2015.);
2. The proposal by virtue of its imaginative and creative design and benefits to the village, justifies the intended variations from the strict application of the subdivision standards and zoning ordinance because it incorporates two separate sites with public/semi-public space. This additional space is greatly needed in the area as discussed in the Brookfield Open Space Plan. Further, the larger and more modern library design will improve library lending, library programming, and other services;
3. The proposal requires additional conditions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances including;
 - a. The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram;
 - b. The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
 - c. Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
 - d. The Petitioner shall install a new KNOX box;
 - e. The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
 - f. The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
 - g. The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
 - h. The three Autumn Blaze Maples located on the eastern side of Grand

- Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- i. The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- j. The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- k. The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- l. The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- m. The Petitioner shall reduce the size of the tower and add transparent features to it;
- n. The Petitioner shall improve the sustainable technology and practices including:
 - i. Adding educational signage for all sustainable practices;
 - ii. Use recycled materials for carpet and furniture;
 - iii. Include a car charging station in the parking lot;
 - iv. Add an oak tree to the outdoor space;
 - v. Use local materials whenever possible;
 - vi. Divert construction waste from landfills.

Based on the evidence presented at the hearing, the Planning and Zoning Commission the applicable standards have been met and proved by the applicant:

The Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested special use to permit the construction of a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');

3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');

4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois provided that the following conditions are satisfied by the applicant:

(1) That the Petitioner dedicate to the Village sufficient right-of-way for and construct, in compliance with Village standards, the extension of Oak Avenue between Lincoln Avenue and Grand Boulevard as depicted on the proposed plan attached hereto as Exhibit "B":

(2) That the Village and the Petitioner are able to negotiate a mutually acceptable agreement to vacate the portion of the existing right-of-way of Lincoln Avenue between Oak Avenue and Grand Boulevard located on the Subject Property.

(3) The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram attached hereto as Exhibit "C";

(4) The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);

(5) Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;

(6) The Petitioner shall install a new KNOX box;

- (7) The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
- (8) The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
- (9) The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- (10) The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- (11) The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- (12) The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- (13) The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- (14) The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- (15) The Petitioner shall reduce the size of the tower and add transparent features to it;
- (16) The Petitioner shall improve the sustainable technology and practices including:
 - (a) Adding educational signage for all sustainable practices;
 - (b) Use recycled materials for carpet and furniture;

- (c) Include a car charging station in the parking lot;
- (d) Add an oak tree to the outdoor space;
- (e) Use local materials whenever possible;
- (f) Divert construction waste from landfills.

APPENDIX C

The letter from the Brookfield Public Library's representatives requesting three amendments.

**Library's Requested Language Modifications to a Draft
Ordinance to Approve and Authorize a Final Planned
Development and Special Use Application
For the Brookfield Public Library**

Current Text Page 6:

(15) The Petitioner shall reduce the size of the tower and add transparent features to it.

Explanation for Requested Text Revision:

Tower Height-The height of the tower is a function of providing roof access via the stair and elevator and as currently designed, helps screen rooftop mechanical equipment. There is no desire on the part of the Library Board to make the tower any higher than necessary to accommodate the purely functional requirements of elevator and stair clearance. Any meaningful reduction from the current design height would eliminate stair and elevator access to the roof. As more detailed and coordinated drawings are developed, the architect will provide a tower with a height based on minimum stair and elevator clearance heights.

Tower Transparent Features-The Library Board would also like to add transparency to the tower. The tower contains a stair that is part of a code-required egress with exterior walls that must meet the requirements of a fire rated assembly. As such, the current design takes a conservative approach to this life safety concern as a number of codes and interpretation of codes may restrict the limits of standard glazing units in the tower walls. We would like the opportunity to meet with code officials/Authority Having Jurisdiction (AHJ) to explore how expanded transparency will be reviewed under their interpretation of applicable codes before fully agreeing to additional transparency.

Proposed Revised Language:

(15) The Petitioner shall minimize tower height while allowing stair and elevator access to the roof and add transparency via typical glazing units as allowable by code.

Current Text Page 6-7:

(16)-The Petitioner shall improve sustainable technology and practices including:

- (a) Adding educational signage for all sustainable practices;
- (b) Use recycled materials for carpet and furniture;
- (c) Include a car charging station in the parking lot;
- (d) Add an oak tree to the outdoor space;
- (e) Use local materials whenever possible;
- (f) Divert construction waste from landfills.

Explanation for Requested Text Revision:

- (a) There are a number of sustainable technologies that will be hidden from public view especially as concerns the mechanical, electrical and plumbing systems. The library prefers to include a central display that highlights all items and more local signage that explains major visible features such as storm water infiltration, eco-screen and trellis to mitigate heat gain, etc.
- (b) There are many carpet and furniture manufacturers that have products with recycled content that are appropriate for the project. However, the current language lacks specificity and we do not feel it is in the best interest of the project if we are limited to products containing 100% recycled material.
- (c) Testimony provided by a community member at the end of the COW meeting on November 9, 2015 questioned the inclusion of an EV (Electric Vehicle) charging station when the electricity supplied is provided by coal fired plants as in much of northern Illinois. We are suggesting additional research prior to inclusion. In relation to the use of EVs, the Sierra Club has stated:

"A caveat to consider is that when coal plants supply the majority of the power in a given area, electric vehicles may emit more CO₂ and SO₂ pollution than hybrid electric vehicles. Learn where your electricity comes from, what plans your state or community has for shifting to renewables, and whether you have options for switching to greener power."

- (d) The Library agrees to add an oak tree to the project to enhance an 'oak ecology'. We would like the opportunity to review the best location with our landscape architect and potential community use of the outdoor green area on the south side of the library with the needs of a growing and mature tree before determining a final location.
- (e) The use of local materials (500 miles is considered local under LEED) is something we encourage but must also take into consideration quality, availability, aesthetics, warranty, etc. A local product may be 'possible' but may not be in the best long-term interest of the project and Library.
- (f) The current language concerning construction debris lacks specificity. We are unsure if it means 100% or any percentage. The revised language suggest a reasonable level per LEED.

Proposed Revised Language:

Page 15-16 (16)-The Petitioner shall improve sustainable technology and practices including:

- (a) Adding educational signage and display that explains project sustainable practices;
- (b) Use high content recycled materials for carpet, indoor and outdoor furniture when practical;
- (c) Install a car charging station in the parking lot if research proves it will have a positive carbon offset;
- (d) Add an oak tree to the landscape plan;
- (e) Use local materials (within 500 miles) when prudent;
- (f) Divert 50% of construction and demolition debris by weight from landfills.

Current Text Page 8

Section 5. Unless the Petitioner or a successor to the Petitioner substantially completed construction of the public improvements and has commenced construction of the uses approved in the Final Planned Development, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire twenty-four (24) months after the final action of approval by the corporate authorities. Upon written petition by the holder of the Final Planned Development special use permit, and upon the finding of good cause by the corporate authorities prior to the expiration of the Final Planned Development special use permit, the corporate authorities may extend the permit for an additional period of twelve (12) months. There shall be no obligation upon the corporate authorities to extend such period.

Explanation for Requested Text Revision:

The Library proposes a 60 month expiration period after approval by corporate authorities. This five year period (similar to the preliminary Planned Development) was requested by Library Board President Jennifer Perry in meetings with staff in the spring of 2015 and agreed to by Village Manager Keith Sbiral.

Proposed Revised Language:

Section 5. Unless the Petitioner or a successor to the Petitioner has commenced construction of the uses approved in the Final Planned Development within sixty (60) months after the final action of approval of the corporate authorities, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire sixty (60) months after the final action of approval by the corporate authorities.

APPENDIX D

A matrix with additional information from the Brookfield Public Library's architect.

Library's requested language modifications to a draft Ordinance to Approve and Authorize a Final Planned Development and Special Use Application For the Brookfield Public Library Issue-Stair/Elevator Tower

Current text page 6:

- (15) The Petitioner shall reduce the size of the tower and add transparent features to it. reduce the size of the tower

Explanation for requested text revision:

The height of the tower is a function of providing roof access via the stair and elevator and as currently designed, helps screen rooftop mechanical equipment. There is no desire on the part of the Library Board to make the tower any higher than necessary to accommodate the purely functional requirements of elevator and stair clearance. Any meaningful reduction from the current design height would eliminate stair and elevator access to the roof. As more detailed and coordinated drawings are developed, the architect will provide a tower with a height based on minimum stair and elevator clearance heights.

add transparent features

The Library Board would also like to add transparency to the tower. The tower contains a stair that is part of a code-required egress with exterior walls that must meet the requirements of a fire rated assembly. As such, the current design takes a conservative approach to this life safety concern as a number of codes and interpretation of codes may restrict the limits of standard glazing units in the tower walls. We would like the opportunity to meet with code officials/Authority Having Jurisdiction (AHJ) to explore how expanded transparency will be reviewed under their interpretation of applicable codes before fully agreeing to additional transparency.

Proposed revised language:

- (15) The Petitioner shall minimize tower height while allowing stair and elevator access to the roof and add transparency via typical glazing units as allowable by code.

Issue-Sustainable Technology and Practices

Current text page 6-7:

- (16) The Petitioner shall improve sustainable technology and practices including:
(a) Adding educational signage for all sustainable practices;

Explanation for requested text revision:

- (a) There are a number of sustainable technologies that will be hidden from public view especially as concerns the mechanical, electrical and plumbing systems. The library prefers to include a central display that highlights all items and more local signage that explains major visible features such as storm water infiltration, eco-screen and trellis to mitigate heat gain, etc.

Supporting Information

Preliminary PD Submittal: 46'
Final PD Submittal: 44'
See Exhibit A-Elevator Tower Section
See Exhibit B-Kone Elevator info on overrun +13' required.

Depending on the code interpretation, the exterior wall of the south stair tower could either have no fire rating requirement or a 2 hr rating. This has to do with whether the enclosed area at roof level is viewed as a 4th story or only as roof access. (Code language: "Exit enclosures shall have a fire-resistance rating of not less than 2 hours where connecting four stories or more and not less than 1 hour where connecting less than four stories.") Since there is no occupant loading from the roof level, we feel that this should not be designated a 'story'. The current design has taken a conservative approach to the tower design with respect to glazing. Additional transparency is desired and will be added if the code review allows.

Supporting Information

A centralized display may better explain any interconnected sustainable strategies and highlight strategies that may not be apparent to people that do not visit all spaces in and around the library. Local signage can focus on visual features and impact.

Brookfield Public Library

Feb 25, 2016 PZC

Ordinance Language Review

(b) Use recycled materials for carpet and furniture;

(b) There are many carpet and furniture manufacturers that have products with recycled content that are appropriate for the project. However, the current language lacks specificity and we do not feel it is in the best interest of the project if we are limited to products containing 100% recycled material.

Note: Flooring and Furniture selection will be made during the next phase (Design Development) of the project.

Flooring: Most major flooring manufactures include recycled content for many types of flooring (carpet, rubber, vinyl). We have also specified rapidly renewable materials (bamboo, cork, linoleum where appropriate) for past library projects. In previous discussion with the library, they are unhappy with the past performance of carpet and want to look at alternative materials for general flooring.

Library furniture: shelving and many components of modular furniture are typically manufactured from recycled steel.

Fabric: selection of fabrics will consider the use of chemicals, renewable fibers, animal by-products and whether part or all of the fabric is biodegradable.

Sustainable fibers include both plant and animal fibers.

Exterior Bench: We will revise our selection of exterior bench slats to a component made from recycled material.

(c) Include a car charging station in the parking lot;

(c) Testimony provided by a community member at the end of the COW meeting on November 9, 2015 questioned the inclusion of an EV (Electric Vehicle) charging station when the electricity supplied is provided by coal fired plants as in much of northern Illinois. In relation to the use of EVs, the Sierra Club has stated: *"A caveat to consider is that when coal plants supply the majority of the power in a given area, electric vehicles may emit more CO2 and SO2 pollution than hybrid electric vehicles. Learn where your electricity comes from, what plans your state or community has for shifting to renewables, and whether you have options for switching to greener power."*

Breakdown of ComEd supplied electricity for Illinois for 12 months ending 9.30.15-see Exhibit 'C':

Coal-fired Power = 38%

Nuclear Power = 35%

Natural Gas-fired power = 21%

Renewable Energy:

Wind, Biomass and Hydro power = 5%

Solar Power = 0%

(Note: IL ranks 4 in yearly US Carbon Dioxide Emissions with 230 million metric tons.)

Coal, Nuclear and Natural Gas all have negative environmental impact; carbon emissions from coal, limited, non-renewable supply of uranium and waste storage from nuclear power and methane from natural gas (a more potent greenhouse gas than carbon).

Oak trees have a tap root that grows down rather than out and are not prolific shade providers. They also grow very slowly-less than two feet per year.

(d) Add an oak tree to the outdoor space;

(d) The Library agrees to add an oak tree to the project to enhance an 'oak ecology'. We would like the opportunity to review the best location with our landscape architect and potential community use of the outdoor green area on the south side of the library with the needs of a growing and mature tree before determining a final location.

(e) Use local materials whenever possible;

(e) The use of local materials (500 miles is considered local under LEED) is something we encourage but must also take into consideration quality, availability, aesthetics, warranty, etc. A local product may be 'possible' but may not be in the best long-term interest of the project and Library.

Final specification of materials will be developed in the next two architectural phases-Design Development and Construction Documents. We want some leeway in what we consider the intelligent, selective use of 'local' materials that meet all requirements for aesthetics and longevity.

(f) Divert construction waste from landfills.

(f) The current language concerning construction debris lacks specificity. We are unsure if it means 100% or any percentage. The revised language suggest a reasonable level per LEED.

Diversion of 50% of materials by weight is the requirement for a LEED project and our proposal for this project.

Proposed revised language: Page 15-16

(16)-The Petitioner shall improve sustainable technology and practices including:

- (a) Adding educational signage and display that explains project sustainable practices;
- (b) Use high content recycled materials for carpet, indoor and outdoor furniture when practical;
- (c) Install a car charging station in the parking lot if research proves it will have a positive carbon offset;
- (d) Add an oak tree to the landscape plan;
- (e) Use local materials (within 500 miles) when prudent;
- (f) Divert 50% of construction and demolition debris by weight from landfills.

Issue-Time Extension

Current text page 8:

Section 5. Unless the Petitioner or a successor to the Petitioner substantially completed construction of the public improvements and has commenced construction of the uses approved in the Final Planned Development, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire twenty-four (24) months after the final action of approval by the corporate authorities. Upon written petition by the holder of the Final Planned Development special use permit, and upon the finding of good cause by the corporate authorities prior to the expiration of the Final Planned Development special use permit, the corporate authorities may extend the permit for an additional period of twelve (12) months. There shall be no obligation upon the corporate authorities to extend such period.

Proposed revised language:

Section 5. Unless the Petitioner or a successor to the Petitioner has commenced construction of the uses approved in the Final Planned Development within sixty (60) months after the final action of approval of the corporate authorities, the special use permit issued for the Final Planned Development shall automatically, and with no further action by the corporate authorities, expire sixty (60) months after the final action of approval by the corporate authorities.

Explanation for requested text revision:

The Library proposes a 60 month expiration period after approval by corporate authorities. This five year period (similar to the preliminary Planned Development) was requested by Library Board President Jennifer Perry in meetings with staff in the spring of 2015 and agreed to by Village Manager Keith Sbiral.

Supporting Information

Meeting Minutes from 5.13.15 Village Staff and Library Meeting (Note: JP refers to Jennifer Perry, Library Board President and KS refers to Keith Sbiral, Brookfield Village Manager)

P. Other issues, comments or questions: JP asked if the 5 year limit on the project timeline limited in the original Ordinance could be reviewed and extended in the event the library was not able to pass a referendum but did not want to abandon the project. KS felt this could be accomplished.



Exhibit 'A' Stair Tower Section

PZC Feb 25, 2016 Brookfield Public Library Final PD Ordinance Language

10.28.2015: BUILDING CODE - ICC INTERNATIONAL BUILDING CODE 2015
VILLAGE OF BROOKFIELD AMENDMENTS
CHICAGO ELECTRICAL CODE
ILLINOIS STATE PLUMBING CODE
ICC INTERNATIONAL FIRE CODE 2015, AS AMENDED LIFE SAFETY CODE 2000 & NFPA 101
ASSEMBLY GROUP A3, TYPE OF CONSTRUCTION I-B



223 W Jackson Blvd Suite 1200
Chicago, Illinois 60606
312.253.3450 fax 312.253.3401

New Library Building

For



At:
3025 Grand Blvd.
Brookfield, IL 60513

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

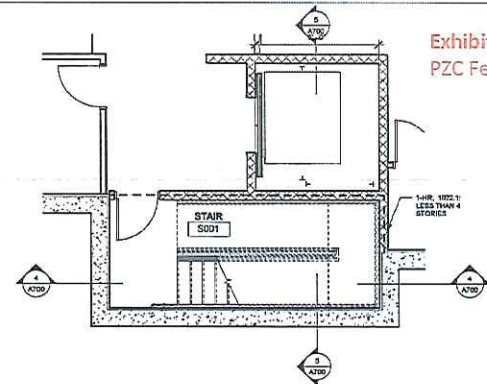
Copyright 2015 StudioGC, Inc.

N/A ISSUED FOR: DATE

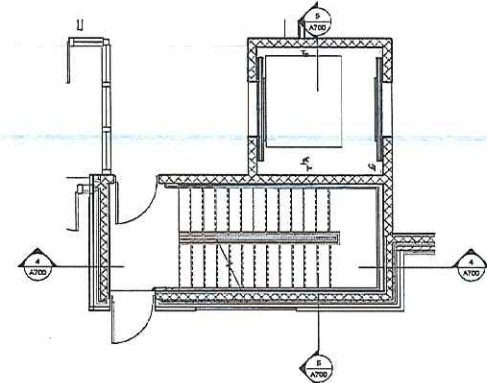
VERTICAL CIRCULATION

Project: 14074

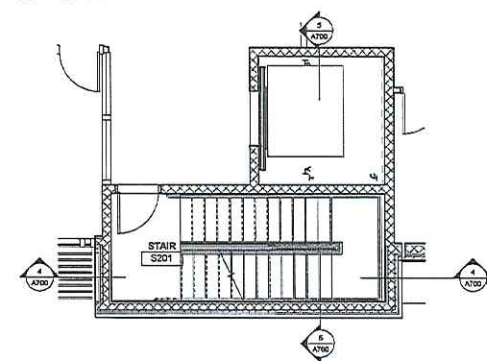
A700



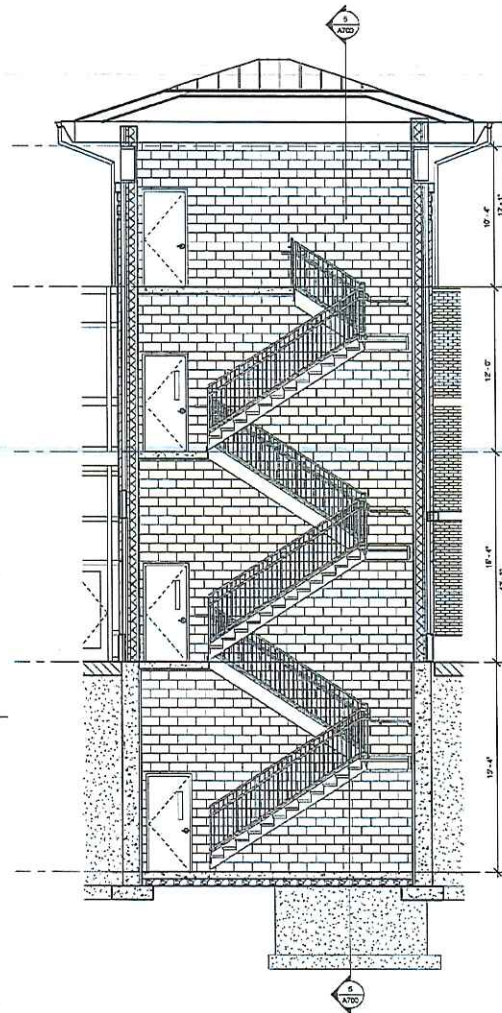
1 ENLARGED PLAN - STAIR S001
1/4" = 1'-0"



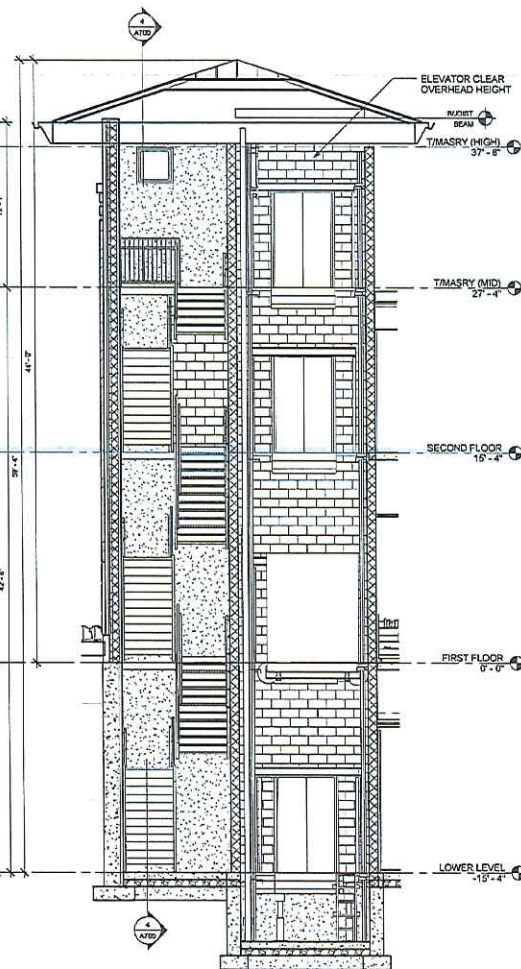
2 ENLARGED PLAN - STAIR S101
1/4" = 1'-0"



3 ENLARGED PLAN - STAIR S201
1/4" = 1'-0"



4 STAIR SECTION 1
1/4" = 1'-0"



5 STAIR SECTION 2
1/4" = 1'-0"

KONE EcoSpace™

Planning guide:

MAX TRAVEL⁽¹⁾
150 ft. (45.7 m)
MAX LANDINGS⁽²⁾
15
SPEED^(3,4,5)
150, 200, 350 fpm
(.75, 1.0, 1.78 m/s)
CAR HEIGHT⁽⁶⁾
8, 9 or 10 ft.
(2438, 2743 or 3048 mm)
ENTRANCE HEIGHT⁽⁷⁾
7, 8 or 9 ft.
(2134, 2438 or 2743 mm)

			A	A SEISMIC	B	C	D	E		
Front Opening	PASSENGER	CAPACITY (lbs./kg)	HOISTWAY WIDTH (mm)	HOISTWAY WIDTH (mm)	HOISTWAY WIDTH (mm)	INTERIOR WIDTH (mm)	INTERIOR WIDTH (mm)	DOOR WIDTH (mm)		
		2000 (907)	SSP	7'-4" (2235)	7'-8" (2337)	5'-9" (1753)	5'-8" (1727)	4'-3" (1295)	3'-0" (914)	
		2500 (1134)	SSP-CO	8'-4" (2540)	8'-8" (2642)	5'-9" (1753)	6'-8" (2032)	4'-3" (1295)	3'-6" (1067)	
		3000 (1361)	SSP-CO	8'-6" (2591)	8'-8" (2642)	6'-3" (1905)	6'-8" (2032)	5'-0" (1524)	3'-6" (1067)	
		3500 (1588)	SSP-CO	8'-6" (2591)	8'-8" (2642)	6'-11" (2108)	6'-8" (2032)	5'-6 1/4" (1681)	3'-6" (1067)	
		4000 (1814)	CO	9'-4" (2845)	9'-4" (2845)	6'-11" (2108)	7'-5 1/4" (2281)	5'-6 1/4" (1681)	4'-0" (1219)	
	SERVICE	4000 (1814)	2SP	7'-4" (2235)	7'-4" (2235)	9'-2" (2794)	5'-6 1/4" (1681)	7'-7 1/4" (2323)	4'-0" (1219)	
		4500 (2041)	2SP	7'-4" (2235)	7'-4" (2235)	9'-8" (2946)	5'-6 1/4" (1681)	8'-1 1/4" (2473)	4'-0" (1219)	
		5000 (2268)	2SP	7'-4" (2235)	7'-4" (2235)	10'-2 1/4" (3105)	5'-6 1/4" (1681)	8'-9 1/4" (2672)	4'-0" (1219)	
Front & Reverse Opening	PASSENGER	CAPACITY (lbs./kg)	HOISTWAY WIDTH (mm)	HOISTWAY WIDTH (mm)	HOISTWAY WIDTH (mm)	INTERIOR WIDTH (mm)	INTERIOR WIDTH (mm)	DOOR WIDTH (mm)		
		2000 (907)	SSP	7'-4" (2235)	7'-8" (2337)	6'-3 1/4" (1911)	5'-8" (1727)	4'-3" (1295)	3'-0" (914)	
		2500 (1134)	SSP-CO	8'-4" (2540)	8'-8" (2642)	6'-3 1/4" (1911)	6'-8" (2032)	4'-3" (1295)	3'-6" (1067)	
		3000 (1361)	SSP-CO	8'-6" (2591)	8'-8" (2642)	6'-11" (2108)	6'-8" (2032)	5'-0" (1524)	3'-6" (1067)	
		3500 (1588)	SSP-CO	8'-6" (2591)	8'-8" (2642)	7'-5 1/4" (2267)	6'-8" (2032)	5'-6 1/4" (1681)	3'-6" (1067)	
		4000 (1814)	CO	9'-4" (2845)	9'-4" (2845)	7'-5 1/4" (2267)	7'-5 1/4" (2281)	5'-6 1/4" (1681)	4'-0" (1219)	
	SERVICE	4000 (1814)	2SP	7'-4" (2235)	7'-4" (2235)	10'-1 1/4" (3086)	5'-6 1/4" (1681)	7'-7 1/4" (2323)	4'-0" (1219)	
		4500 (2041)	2SP	7'-4" (2235)	7'-4" (2235)	10'-7 1/2" (3238)	5'-6 1/4" (1681)	8'-1 1/4" (2473)	4'-0" (1219)	
		5000 (2268)	2SP	7'-4" (2235)	7'-4" (2235)	11'-3 1/4" (3435)	5'-6 1/4" (1681)	8'-9 1/4" (2672)	4'-0" (1219)	
Control Space	CAPACITY (lbs./kg)		CONTROLLER SPACE		WIDTH (mm)		DEPTH (mm)		DOOR WIDTH (mm)	
	2000 to 5000 (907 to 2268)		Integral or remote closet		4'-0" (1219)		1'-8" (508)		3'-6" (1067)	
	2000 to 5000 (907 to 2268)		adjacent room		5'-0" (1524)		dimension (B)		3'-0" (914)	
	2000 to 5000 (907 to 2268)								3'-0" (914)	

Clear Overhead H and Pit Depth I						
CAPACITY LBS. (kg)	150 FPM (.75 m/s)		200 FPM (1.00 m/s)		350 FPM (1.78 m/s)	
	Pit Depth (mm)	Clear Overhead (mm)	Pit Depth (mm)	Clear Overhead (mm)	Pit Depth (mm)	Clear Overhead (mm)
2000 to 3500 (907 to 1588)	5'-0" (1524)	13'-0" (3962)	5'-0" (1524)	13'-1" (3988)	5'-6" (1676)	13'-4" (4064)
4000 to 5000 (1814 to 2268)	5'-0" (1524)	13'-0" (3962)	-	-	-	-

Notes

- (1) A hoist beam (by KONE) is required for installation (by others). Dimension H reflects clear under hoist beam.
- (2) If an EBD (Emergency Battery Device) is required, please contact your KONE Sales Professional for further detail regarding dimensions H, I and L.
- (3) The published hoistway A dimensions represent the minimum clear inside requirements. Construction efficiencies can be realized by increasing these dimensions by up to 2" (51 mm).
- (4) For pit depths less than 5'-0" (1524 mm) please contact a KONE Sales Professional.
- (5) If occupied space exists below the hoistway, consult your KONE Sales Professional.
- (6) All dimensions are based on an 8'-0" (2438 mm) cab with a 7'-0" (2134 mm) door. Alternate car and door heights are available, but will affect dimension H.
- (7) Contact your local KONE Sales Professional regarding local code variations when utilizing the integrated, integral and remote closet options.
- (8) 150 fpm (.75 m/s) only available up to 85 ft. (25 m) of travel and 10 landings. 200 fpm (1.00 m/s) available up to 100 ft. (30.5 m) of travel and 12 landings.
- (9) 150 fpm (.75 m/s) is maximum speed available for capacities greater than 3,500 lbs. (1588 kg).
- (10) 200 fpm (1.0 m/s) is maximum speed available for Integrated Control Solution.

Visit www.kone.us for the latest project-specific details, CAD drawings, specifications, electrical data, reaction loads and building access requirements.

Exhibit 'C' Illinois Electricity Sources

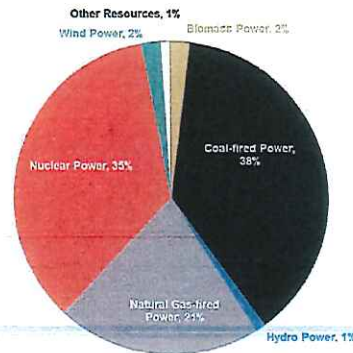
PZC February 25, 2016 Brookfield Public Library Final PD Ordinance Language

Environmental Disclosure Statement



The disclosure of this information is required under Section 16-127 of the Electric Service Customer Choice and Rate Relief Law of 1997 and the rules of the Illinois Commerce Commission, 83 Ill Admn. Code 421. The information in this statement shows the breakdown of the different sources of electricity supplied to ComEd customers who have not chosen another retail electric supplier and the estimated amounts of emissions and nuclear waste produced for the period noted.

SOURCES OF ELECTRICITY FOR THE 12 MONTHS ENDING September 30, 2015



Sources ¹ of Electricity Supplied For the 12 months ending September 30, 2015	% of Total
Biomass Power	2%
Coal-fired Power	38%
Hydro Power	1%
Natural Gas-fired Power	21%
Nuclear Power	35%
Oil-fired Power	0%
Solar Power	0%
Wind Power	2%
Other Resources	1%
Unknown Resources purchased from other companies	0%
TOTAL	100%

Average Amounts of Emissions ² and Amount of Nuclear Waste ³ per 1000 kilowatt-hours Produced from Known Sources for the 12 months ending September 30, 2015	
Carbon dioxide	1052.10 lbs.
Nitrogen oxides	0.81 lbs.
Sulfur dioxide	1.83 lbs.
High level nuclear waste	0.006 lbs
Low level nuclear waste	0.0003 cubic feet

¹ These figures constitute the aggregation of information provided by ComEd's wholesale energy suppliers, most of whom have indicated that their source is the PJM system mix.

² The source for the baseline emissions data for the portion of the emissions that are associated with PJM system mix is PJM Environmental Information Services, Inc. (www.pjm-eis.com).

³ Nuclear Waste rates were calculated based on net generation and quantities of waste at the nuclear stations that were previously owned by ComEd.